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SUPREME COURT OF THE UNITED STATES.

No. ~~46~~ 9.

AUGUSTE CHOUTEAU'S HEIRS, APP'TS,

VERSUS

THE UNITED STATES.

AN APPEAL FROM THE DISTRICT COURT UNITED STATES FOR THE MISSOURI DISTRICT.

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UNITED STATES OF AMERICA TO THE UNITED STATES, *greeting:*

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday in August next, pursuant to an appeal filed in the Clerk's office of the district court of the United States for the district of Missouri, wherein Auguste A. Chouteau, Gabriel Cerré Chouteau, Henry Chouteau, Edward Chouteau, René Paul, and Eulalie, his wife, Gabriel Paul, and Louise, his wife, and Thomas F. Smith, and Emelie, his wife, heirs of Auguste Chouteau, deceased, are appellants, and the United States is appellee, to show cause, if any there be, why the decree rendered against the said appellants, as in the said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable John Marshall, Chief Justice of the Supreme Court of the United States, at the City of Washington, this 17th day of January, A. D. 1831.

J. MARSHALL,
Ch. Just. of the U. S.

Washington City, January 18th, 1831.—Served this citation on Mr. Wirt, by leaving with him a true copy and shewing the original at the same time.

THOMAS WOODWARD.

Sworn to in open court.

WM THOS. CARROLL, *C. S. C. U. S.*

Know all men by these presents, that we, Marie P. Leduc and Luke E. Lawless, are held and firmly bound unto the United States in the full and just sum of two hundred dollars, to be paid to the said the United States' certain attorney or assigns: to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventeenth day of January, in the year of our Lord one thousand eight hundred and thirty-one.

Whereas lately, at a district court of the United States for the district of Missouri, in a suit depending in said district court, wherein Auguste Chouteau's heirs were petitioners, and the United States was defendant, a final decree was passed against the said Chouteau's heirs, and the said Chouteau's heirs having entered an appeal from the said decree of the said district court to the Supreme Court of the United States, and obtained a citation directed to the said United States, citing and admonishing to be and appear at a Supreme Court of the United States to be holden at Washington the first Monday of August next:

Now the condition of the above obligation is such, that if the said Auguste Chouteau's heirs shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then the obligation to be void, else to remain in full force and virtue.

M. P. LEDUC, [SEAL.]
L. E. LAWLESS. [SEAL.]

Sealed and delivered in presence of
WM. THO. CARROLL.

Approved by

J. MARSHALL,
Ch. Just. of the U. S.

The petition of Auguste A. Chouteau, Gabriel Cerré Chouteau, Henry Chouteau, Edward Chouteau, Eulalie Paul, and René Paul, husband of said Eulalie, Louise Paul, and Gabriel Paul, husband of said Louise Paul, Emelie Smith, and Thomas F. Smith, husband of said Emelie, heirs of Auguste Chouteau, deceased, to the honorable the Chief Justice of the United States, respectfully sheweth:

That at the session of the district court of the United States for the district of Missouri, held at St. Louis, in February of the year 1830, last past, a final decree was pronounced by said court in favor of the United States, in the cause of the heirs of Auguste Chouteau, petitioners, *vs.* the United States.

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That on the hearing of said cause, and after said decree was pronounced, it was distinctly understood, and the intention was expressed by the counsel for your petitioners, that an appeal would be taken by them to the Supreme Court of the United States.

That immediately after said decree was pronounced, the said district court adjourned sine die, and since that time has ceased to exist, at least for the purpose of making final decisions, by virtue of that provision in the act of Congress of the 24th May, 1828, which declares that the act of the 26th May, 1824, shall be continued in force until the 26th May, 1830, and no longer.

That your petitioners, against whom the decree aforesaid was pronounced, availing themselves of that provision in the act of the 26th May, 1824, which declares that, in all cases, the party against whom the decree may be finally given, shall be entitled to an appeal within one year from the time of its rendition to the Supreme Court of the United States, have applied to the clerk of said district court of Missouri, under the act of 1824, and have obtained a transcript of the record in said cause, and have applied to the Judge of said district court for a citation to be directed to the proper officer of the United States, and have tendered the necessary appeal bond, and have prayed that said Judge should allow the appeal, and should do such other judicial act or acts as might be necessary to enable the said petitioners to avail themselves of the right of appeal, so to them given by the act of Congress of 1824, continued by the act of 1828, aforesaid.

Your petitioners further respectfully sheweth, that said Judge having taken said application into consideration, has decided that he has ceased to have any authority under the act of 1824, or under any other act of Congress, continuing or amending the same, and therefore has declined allowing the appeal or issuing the citation prayed for by your petitioners.

Your petitioners sheweth, that, in consequence of the above decision of the said district Judge, they will be deprived of their right of appeal, unless the honorable the Supreme Court, or a Judge thereof, shall interpose to relieve them.

Wherefore your petitioners respectfully pray, that a citation be issued in due form in the above cause, directed to the proper officer, requiring him to appear and shew cause in the honorable the Supreme Court of the United States, at the present term thereof, why said decree should not be reversed, and that the appeal bond ready to be tendered by your petitioners may be approved of, if found sufficient, and that such other order may be made as to your honor shall seem proper in the premises, and your petitioners will ever pray, &c.

L. E. LAWLESS,
Att'y for plaintiff.

Appeal allowed.

J. MARSHALL,
Ch. Just. of the U. S.

UNITED STATES OF AMERICA, MISSOURI DISTRICT, sct.

Be it remembered that, heretofore, to wit, on the eighteenth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, Henry Chouteau, and others, heirs and devisees of Auguste Chouteau, deceased, filed in the office of the clerk of the United States' Court for the Missouri

district, under authority of an act of Congress, entitled "An act enabling the claimants to lands within the limits of the State of Missouri and the Territory of Arkansas to institute proceedings to try the validity of their claims," their petition praying for the confirmation of their title to seven thousand and fifty-six arpents of land, as therein described, which said petition is in the words and figures following, to wit:

To the honorable Judge of the district court of the United States for the State of Missouri:

Respectfully showeth your petitioners, Auguste A., Gabriel Ceré, Henry and Edward Chouteau, René Paul, and Eulalie his wife, Gabriel Paul, and Louise his wife, Thomas F. Smith, and Emelie his wife, that Auguste Chouteau, late of the city and county of St. Louis, State of Missouri, deceased, on the fifth day of January, in the year one thousand seven hundred and ninety-eight, being then a resident of the province of Upper Louisiana, presented his petition to Don Zenon Trudeau, Lieutenant Governor of said province, and of the western part of the Illinois district, whereby he prayed that a tract of land consisting of seven thousand and fifty-six arpents, or a square league situated on the Mississippi river about fifty miles, more or less, distant from the town of St. Louis, should be granted to your petitioner for the purpose of enabling him to establish a grazing and agricultural farm thereon, when his means should permit him so to do. That on the eighth day of January, in the year last aforesaid, the said Lieutenant Governor did, in compliance with the prayer of said petitioner, decree and direct that the surveyor of said province, Don Antoine Soulard, should put your petitioner in possession of the land so prayed for, and should survey the same, and make a plat and certificate thereof, in order that the petitioner might make use of the same to solicit a complete title thereon from the Governor General of the province of Louisiana, who by said decree was informed that the said petitioner's circumstances were such as to entitle him to that favor. That, in pursuance of said decree or order of possession and survey, the deputy surveyor, Don Santiago Rankin, duly thereto authorized by the principal surveyor, the said Antoine Soulard, did, on the twentieth day of December, in the year one thousand eight hundred and three, locate and survey said tract of a league square on a part of the royal domain, about fifty-seven miles north of St. Louis aforesaid, and about three miles south of the Mississippi boundary; the said seven thousand and fifty-six arpents on the northwest quarter north, by the lands of Don Joseph Brazeau, on the southeast quarter south, northeast quarter east, and southwest quarter west, by the royal domain lands, and said Don Santiago Rankin did, then and there, by virtue of the decree and authority aforesaid, deliver possession of said tract of a square league, so bounded and located, to said Auguste Chouteau; all which will more fully appear by the following documents here brought into court and ready to be produced, to wit: said original petition and decree, and by the certificate of survey dated the ninth of December, one thousand eight hundred and three, and duly signed and sealed by the said surveyor of the province of Upper Louisiana, Don Antoine Soulard, and which said survey is duly recorded in book B, folio 27, No. 26, now in the office of the surveyor general of this district. And your petitioners aver that said Auguste Choteau, at the date of his said petition and of said order or decree of said Lieutenant Governor, and at date of said survey, was possessor of at least one hundred head of tame cattle, from two to three

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hundred hogs, from thirty to forty horses, about forty sheep, and from fifty to sixty slaves. That said original concession and survey have been submitted to the board of commissioners heretofore established for the adjudication of unconfirmed land claims, and by it refused to be confirmed. Your petitioners further show, that at the date of said decree of concession and survey, and ever since, until his death, the said Auguste Chouteau has been a resident of the province of Upper Louisiana, or State of Missouri. That said Auguste Chouteau, by virtue of the act of Congress in that case made and provided, procured the said tract and survey to be laid down on the general plat in the office of the Register of the land office of this district, and the same has been and is reserved from public sale until a decision shall be had by the proper authority thereon. That the sectional boundary lines on the general are as follows: commencing at the northwest corner of Joseph Brazeau's confirmed claim of seven thousand and fifty-six arpents, in the southeast quarter of section number thirty-five, in township number fifty-two, north, of range number one, east; running thence, north thirty east two hundred and forty-five chains, to a point near the line, between sections number fifteen and twenty-two, in township number fifty-two, north, of range number one, east; thence north sixty east two hundred and forty-five chains, to a point in section number twelve, in township number fifty-two, north, of range number one, east; thence south thirty east two hundred and forty five chains, to the northeast corner of the survey of Brazeau, before mentioned, in the northwest quarter of section number twenty-nine, in township number fifty-two, north, of range number two, east; thence, with Brazeau's line, south sixty west two hundred and forty-five chains, to the beginning. Your petitioners further show, that no part of said tract so laid down and surveyed is occupied or claimed by any person or persons adverse to the title of your petitioners. Your petitioners further show, that said Auguste Chouteau has departed this life, and that previous to his decease he devised to your petitioners the said tract of 7,056 arpents, by his will, duly executed, and now ready to be produced. Wherefore your petitioners pray, that the validity of the claim and title to said square league, as herein before set forth, may be inquired into and decided upon by this honorable court, and that, inasmuch as the same might have been perfected into a complete title under and in conformity to the laws, usages, and customs of the Government under which the same originated, had not the sovereignty of the country been transferred to the United States, your petitioners pray that the said title and claim be confirmed to said tract of land so surveyed, bounded, and located, as aforesaid; and your petitioners pray that a citation be directed to the district attorney of the United States, requiring him, on a day certain, to appear and show cause, if any he can, against the decree prayed for by your petitioners.

AUGUSTE A. CHOUTEAU,
GABRIEL CERRE CHOUTEAU,
HENRY CHOUTEAU,
EDWARD CHOUTEAU,
RENE PAUL, & EULALIE, *his wife*,
GABRIEL PAUL, & LOUISE, *his wife*,
THOMAS F. SMITH, & EMILIE, *his wife*.

By their solicitors,
LUKE E. LAWLESS,
GEORGE F. STROTHER.

And thereupon the clerk of the said court issued a citation to the attorney of the United States for the district of Missouri, in the words and figures following, to wit:

MISSOURI DISTRICT, set.—*The President of the United States of America to the Marshal of said district, greeting:*

You are hereby commanded to notify and cite the attorney of the United States for the district of Missouri, that he be and appear before the court of the United States for the district of Missouri, on the fourth Monday of June next, then and there to answer the petition of Auguste A., Gabriel Cerré, Henry, and Edward Chouteau, René Paul, and Eulalie his wife, Gabriel Paul, and Louise his wife, Thomas F. Smith, and Emilie his wife, heirs and devisees of Auguste Chouteau, deceased, who pray the confirmation of seven thousand and fifty-six arpents of land, and make defence, if any he has, or knows of any thing to say why the same should not be confirmed accordingly; hereof fail not, and have you then there this writ.

Witness the honorable James H. Peck, esquire, judge of the United States for the Missouri district, the eighteenth day of May, 1829.

Issued at office in St. Louis, under my private seal, there being no public seal provided, the day and year last aforesaid.

ISAAC BARTON, *Clerk.*

Which said citation was duly returned by said marshal, with his return thereon endorsed, as follows, to wit:

Served the citation on Beverly Allen, the United States' district attorney for the Missouri district, June 15th, 1829, at St. Louis, and gave him a copy of the petition filed in this behalf.

JOHN SIMONDS, Jr., *Marshal,*
By D. E. Cugler, Dep. Marshal.

And afterwards, to wit, at the June session of said district court, under authority of an act of Congress, entitled "An act, &c.," comes the attorney for the United States and files his answer to said petition; and, thereupon, on application of said petitioners, by their solicitor, and with the consent of said attorney for the United States, this cause is continued.

Which said answer of the attorney of the United States is in the words and figures following, to wit:

The answer of Beverly Allen, attorney of the United States, to the petition of the devisees of Auguste Chouteau, praying the confirmation of a tract of land containing 7,056 arpents. This respondent, for and on behalf of the United States of America, reserving to himself and to the said United States, now and at all times hereafter, all manner of advantage of exception to the manifold errors, imperfections, and uncertainties, in the said petition contained, for answer thereto, or to so much thereof as this respondent deems it necessary and material for him to answer, answering, says, that he is wholly uninformed and ignorant of all and every the matters and things in said petition contained, and therefore he does not admit the same or any of them to be true, but prays the court that the said petitioners may be held and required to prove and substantiate the material allegations in said petition contained, and all such other matters and things, the existence whereof may be deemed essential and necessary for the confirmation of said claim. And this respondent, &c.

BEVERLY ALLEN, *U. S. Att. Miso. Dist.*

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And afterwards, to wit, at the October session of said court, in the year aforesaid, come as well the said petitioners, by their solicitor, as the attorney for the United States, and this cause coming on to be heard and debated upon, the petition, answer, exhibits, and testimony, and all and singular the premises being seen and heard, and to the court submitted: whereupon, and for that the court here are not advised what decree to render of and concerning the premises aforesaid, they will consider thereof until the next session of this court, until which time this cause is continued.

And afterwards, to wit, at the January session of said court, in the year eighteen hundred and thirty, come again as well the said petitioners, by their solicitors, as the attorney for the United States, to hear the judgment of the court; and the court here now being sufficiently advised of and concerning the premises, and it appearing to the court that the petition in substance sets forth, that Auguste Chouteau, late of the city and county of St. Louis, State of Missouri, deceased, on the fifth day of January, in the year one thousand seven hundred and ninety-eight, being then a resident of the province of Upper Louisiana, presented his petition to Don Zenon Trudeau, Lieutenant Governor of said province, praying that a tract of land of seven thousand and fifty-six arpents, or a league square, situated on the Mississippi river, about fifty miles distant from the town of St. Louis, should be granted to him for the purpose of enabling him to establish a grazing and agricultural farm thereon when his means should permit him so to do. That on the eighth day of January, in the year aforesaid, the said Lieutenant Governor did decree and direct that Antoine Soulard, the surveyor of said province, should survey the same, and make a plat and certificate thereof, in order that the said petitioner might make use of the same to solicit a complete title thereon from the Governor General of the province of Louisiana, who by said decree was informed that the petitioner's circumstances were such as to entitle him to that favor. That, in pursuance of said decree, or order of possession and survey, the deputy surveyor, Santiago Rankin, duly authorized thereto by Antoine Soulard, the principal surveyor, on the twentieth day of December, one thousand eight hundred and three, surveyed the same, and put the said Auguste Chouteau in possession of the said league square, situate about fifty-seven miles south of the Mississippi river, bounded on the northwest quarter north by land of Joseph Brazeau, on the southeast quarter south, northeast quarter east, and southwest quarter west, by the royal domain. That said petitioner, at date of said concession, was a resident of the province of Upper Louisiana, or State of Missouri, and continued so to be until the death of the said Auguste; and that said Auguste Chouteau, at the date of said petition, and of said order or decree of said Lieutenant Governor, and at the date of said survey, was possessor of at least one hundred head of tame cattle, from two to three hundred hogs, from thirty to forty horses, about forty sheep, and from fifty to sixty slaves. That said Auguste caused the said tract and survey to be laid down on the general plat in the office of the Register of lands in this district; and that the same has been reserved from public sale until a decision shall be had thereon by the proper authority. That the sectional boundary lines on said general plat are as follows: commencing at the northwest corner of Joseph Brazeau's confirmed claim of seven thousand and fifty-six arpents, in the southeast quarter of section number thirty-five, in township number fifty two, north, of range number one, east; running thence north thirty east two hundred and forty-five chains, to a point near the lines be-

tween sections number fifteen and twenty-two, in township number fifty-two, north, of range number one, east; thence north sixty east two hundred and forty-five chains to a point in section number twelve, in township number fifty-two, north, of range number one, east; thence south thirty east two hundred and forty-five chains to the northeast corner of the survey of Brazeau, before mentioned, in the northwest quarter of section number twenty-nine, in township number fifty two, north, of range number two, east; thence, with Brazeau's line, south sixty west two hundred and forty-five chains, to the beginning; that said concession and survey have been submitted to the board of commissioners heretofore created for the adjudication of unconfirmed claims, and by them refused to be confirmed. The petition further sets forth, that no part of said tract so surveyed and laid down on the general plat, as aforesaid, is occupied or claimed by any person or persons adverse to the claim of said petitioners; that said Auguste Chouteau has departed this life, and, previous to his decease, he devised to said petitioners the said tract of seven thousand and fifty-six arpents, by his will duly executed. The prayer of the petition is, that the validity of the claim and title to said league square may be inquired into and decided upon by this court.

The attorney of the United States, for answer to said petition, says, that this respondent is wholly ignorant and uninformed of all the matters and things in said petition set forth; that he neither admits nor denies them, nor any part of them; but prays that said petitioners may be held and required to prove all the material allegations in said petition contained, and all matters and things, the existence whereof may be deemed essential to the confirmation of said claim.

And it appearing to the court by the evidence offered on behalf of the petitioners that Auguste Chouteau, late of the county and city of St. Louis, deceased, addressed a petition to Don Zenon Trudeau, Lieutenant Governor of the province of Upper Louisiana, dated January fifth, 1798, praying a concession of a league square, or seven thousand and fifty six arpents of land on the Mississippi river, about fifty miles from the town of St. Louis, for the purpose of establishing a grazing farm thereon; that in reply to said petition, on the eighth day of the month and year last aforesaid, the said Lieutenant Governor ordered Antoine Soulard, the surveyor of said province, to survey the said league square, and put the applicant in possession of the same; that, in virtue of said order or decree, on the twentieth day of December, in the year eighteen hundred and three, the said surveyor, Antoine Soulard, by his deputy, James Rankin, surveyed the said league square and put the said Anguste Chouteau in possession thereof.

Pierre Chouteau, senior, a witness in this cause on behalf of the petitioner, states, that Auguste Chouteau, in the years seventeen hundred and ninety-eight and ninety-nine, was owner of sixty or seventy slaves, forty or fifty horses, two hundred and fifty to three hundred hogs, sixty to seventy sheep, ninety head of horned cattle; that witness was in New Orleans in the years eighteen hundred and two and eighteen hundred and three; that he applied to Morales, the Intendant, in May, eighteen hundred and two, for a complete title for certain lands north of St. Louis; that Morales in reply to his application, informed him that the treaty had confirmed that with other incomplete titles. and that it was not necessary that he, witness, should have the complete title he asked for, and that he might tell the people of this country that they might make themselves easy about their titles.

as precaution had been taken to confirm them by the treaty, and that, on his return from New Orleans, he informed many of the inhabitants to that effect; that Mr. Soulard, the surveyor of Upper Louisiana, was with witness in New Orleans in May, eighteen hundred and two, but was not present when Morales told him the above.

Pascal L. Cerré, a witness in this cause in behalf of the petitioners, states, that Auguste Chouteau, in the year seventeen hundred and ninety-eight, had about eighty or an hundred head of horned cattle, about one hundred and forty or one hundred and fifty horses, three or four hundred hogs at least, forty slaves, and some sheep; that Auguste Chouteau was considered wealthy, and was possessed of large property besides said cattle, horses, hogs, sheep, and slaves.

And it further appearing to the court that the said claim of the said Auguste was presented to the board of commissioners for the adjustment of land titles, and by them rejected, as stated in the petition; that said Auguste Chouteau has departed this life, and that, by his last will and testament, his claim to the said league square was devised to said petitioners; and it appearing in evidence to the court, on behalf of the United States, that a petition of the said Auguste Chouteau, dated on the twenty-fourth day of January, in the year seventeen hundred and ninety-eight, was presented to the said Lieutenant Governor, Don Zenon Trudeau, on which a concession issued on the twenty fifth day of the same month and year—a translation of which petition and concession, as proved in evidence before the court, are in the words and figures following, to wit:

To Don Zenon Trudeau, Lieutenant Governor of the western part of Illinois:

Auguste Chouteau, merchant, of this town, father of a family, and proprietor of a sufficiently large quantity of slaves, has the honor of representing to you, that, considering the excessive price of butchers' meat, and the uncertainty with which the public is supplied, he has conceived the project of ("a vacharie,") cattle raising on a large scale; wherefore, and filled with confidence in the generosity of the Government, he has the honor of petitioning you to have the goodness to grant him a concession of a tract of land in superficies 7,056 arpents, which is situated on the north bank of the Missouri, at about 105 miles from its mouth, and will have for its centre the river commonly known under the name of the "*river Au Vase,*" (Mud river, or river of Pigs.) The petitioner hopes that you will be pleased to do justice to his petition, with the same goodness and protection that you have never ceased to bestow upon industry ever since we have enjoyed the happiness of your Government.

St. Louis, 24*th January*, 1798.

St. Louis of Illinois, *this* 25*th January*, 1798.

The surveyor, Don Anthony Soulard, will put the person interested in possession of the land which he petitions for, it being understood that it will not injure the neighbors, and having performed his survey, he will draw it out at length and deliver it to the party, that he may apply to obtain the concession from the senior Governor General. And on behalf of the United States was also offered in evidence, duly certified by the recorder of land titles in the State of Missouri, an extract from the minutes of the proceedings of the board of commissioners for the adjustment of land titles

tween sections number fifteen and twenty-two, in township number fifty-two, north, of range number one, east; thence north sixty east two hundred and forty-five chains to a point in section number twelve, in township number fifty-two, north, of range number one, east; thence south thirty east two hundred and forty-five chains to the northeast corner of the survey of Brazeau, before mentioned, in the northwest quarter of section number twenty-nine, in township number fifty two, north, of range number two, east; thence, with Brazeau's line, south sixty west two hundred and forty-five chains, to the beginning; that said concession and survey have been submitted to the board of commissioners heretofore created for the adjudication of unconfirmed claims, and by them refused to be confirmed. The petition further sets forth, that no part of said tract so surveyed and laid down on the general plat, as aforesaid, is occupied or claimed by any person or persons adverse to the claim of said petitioners; that said Auguste Chouteau has departed this life, and, previous to his decease, he devised to said petitioners the said tract of seven thousand and fifty-six arpents, by his will duly executed. The prayer of the petition is, that the validity of the claim and title to said league square may be inquired into and decided upon by this court.

The attorney of the United States, for answer to said petition, says, that this respondent is wholly ignorant and uninformed of all the matters and things in said petition set forth; that he neither admits nor denies them, nor any part of them; but prays that said petitioners may be held and required to prove all the material allegations in said petition contained, and all matters and things, the existence whereof may be deemed essential to the confirmation of said claim.

And it appearing to the court by the evidence offered on behalf of the petitioners that Auguste Chouteau, late of the county and city of St. Louis, deceased, addressed a petition to Don Zenon Trudeau, Lieutenant Governor of the province of Upper Louisiana, dated January fifth, 1798, praying a concession of a league square, or seven thousand and fifty six arpents of land on the Mississippi river, about fifty miles from the town of St. Louis, for the purpose of establishing a grazing farm thereon; that in reply to said petition, on the eighth day of the month and year last aforesaid, the said Lieutenant Governor ordered Antoine Soulard, the surveyor of said province, to survey the said league square, and put the applicant in possession of the same; that, in virtue of said order or decree, on the twentieth day of December, in the year eighteen hundred and three, the said surveyor, Antoine Soulard, by his deputy, James Rankin, surveyed the said league square and put the said Auguste Chouteau in possession thereof.

Pierre Chouteau, senior, a witness in this cause on behalf of the petitioner, states, that Auguste Chouteau, in the years seventeen hundred and ninety-eight and ninety-nine, was owner of sixty or seventy slaves, forty or fifty horses, two hundred and fifty to three hundred hogs, sixty to seventy sheep, ninety head of horned cattle; that witness was in New Orleans in the years eighteen hundred and two and eighteen hundred and three; that he applied to Morales, the Intendant, in May, eighteen hundred and two, for a complete title for certain lands north of St. Louis; that Morales in reply to his application, informed him that the treaty had confirmed that with other incomplete titles, and that it was not necessary that he, witness, should have the complete title he asked for, and that he might tell the people of this country that they might make themselves easy about their titles.

as precaution had been taken to confirm them by the treaty, and that, on his return from New Orleans, he informed many of the inhabitants to that effect; that Mr. Soulard, the surveyor of Upper Louisiana, was with witness in New Orleans in May, eighteen hundred and two, but was not present when Morales told him the above.

Pascal L. Cerré, a witness in this cause in behalf of the petitioners, states, that Auguste Chouteau, in the year seventeen hundred and ninety-eight, had about eighty or an hundred head of horned cattle, about one hundred and forty or one hundred and fifty horses, three or four hundred hogs at least, forty slaves, and some sheep; that Auguste Chouteau was considered wealthy, and was possessed of large property besides said cattle, horses, hogs, sheep, and slaves.

And it further appearing to the court that the said claim of the said Auguste was presented to the board of commissioners for the adjustment of land titles, and by them rejected, as stated in the petition; that said Auguste Chouteau has departed this life, and that, by his last will and testament, his claim to the said league square was devised to said petitioners; and it appearing in evidence to the court, on behalf of the United States, that a petition of the said Auguste Chouteau, dated on the twenty-fourth day of January, in the year seventeen hundred and ninety-eight, was presented to the said Lieutenant Governor, Don Zenon Trudeau, on which a concession issued on the twenty fifth day of the same month and year—a translation of which petition and concession, as proved in evidence before the court, are in the words and figures following, to wit:

To Don Zenon Trudeau, Lieutenant Governor of the western part of Illinois:

Auguste Chouteau, merchant, of this town, father of a family, and proprietor of a sufficiently large quantity of slaves, has the honor of representing to you, that, considering the excessive price of butchers' meat, and the uncertainty with which the public is supplied, he has conceived the project of ("a vacharie,") cattle raising on a large scale; wherefore, and filled with confidence in the generosity of the Government, he has the honor of petitioning you to have the goodness to grant him a concession of a tract of land in superficies 7,056 arpents, which is situated on the north bank of the Missouri, at about 105 miles from its mouth, and will have for its centre the river commonly known under the name of the "*river Au Vase,*" (Mud river, or river of Pigs.) The petitioner hopes that you will be pleased to do justice to his petition, with the same goodness and protection that you have never ceased to bestow upon industry ever since we have enjoyed the happiness of your Government.

St. Louis, 24*th January*, 1798.

St. Louis of Illinois, *this* 25*th January*, 1798.

The surveyor, Don Anthony Soulard, will put the person interested in possession of the land which he petitions for, it being understood that it will not injure the neighbors, and having performed his survey, he will draw it out at length and deliver it to the party, that he may apply to obtain the concession from the senior Governor General. And on behalf of the United States was also offered in evidence, duly certified by the recorder of land titles in the State of Missouri, an extract from the minutes of the proceedings of the board of commissioners for the adjustment of land titles

in the territory of Missouri; which said extract is in the words and figures following, to wit:

June 16th, 1806. The board met agreeably to adjournment. Present, the honorable John B. C. Lucas, Clement B. Penrose, and James L. Donelson, esqrs.

The same (Daniel Clark,) assignee of Auguste Chouteau, claiming 7,056 arpents of land, situate at the river Au Vase, district of St. Charles, produces a concession from Zenon Trudeau for the same, dated 25th January, 1798; a survey of the same, dated 17th March, and certified 1st May, 1801, and a deed of transfer of said land, dated 8th September, 1804. Auguste Chouteau, being duly sworn, says he is in no way interested in the said tract of land, and that he received the above concession at the time it bears date. This claim being unsupported by actual inhabitation and cultivation, the board reject the same, and observe, that the aforesaid concession is not duly registered, but that the same is neither antedated nor fraudulent.

And on behalf of the United States was further offered in evidence, an extract from the opinions of the recorder of land titles, which said extract is duly certified to be truly copied from one of five small books on file in the office of said recorder, containing the opinions of the late recorder in his own hand writing, dated 1st November, 1815, and signed F. Bates, recorder of land titles; which said extract is in the words and figures following, to wit:

Opinions of the Recorder of land titles.

Con. order, warrants of survey.	Survey.	Notice to the Recorder.	Land claimed—situation.	Pos'n. Inh'n Cultivation.	Opinions of the Recorder.
Con. for L. Trudeau, 25th Jan. 1798.	Survey 17th M'h, 1801, 75 ms W. of St. Louis.	Dan'l Clark, asse. of Auguste Chouteau.	7,056 arp's, Missouri, c'ty of St. Charles.		Confirmed for the quantity contained in a league square, O. S. Records, A. p. 118, rep. 283.

And further evidence in this cause, consisting of the depositions of Charles Dehault Delassus, Mary P. Leduc, and Albert Tison; and also transcripts of the several papers referred to in those depositions, with a sworn translation of such as are in a foreign language; and also a copy of concession to John B. Janis; the evidence of Philip Fine; a copy of the commission of Charles Dehault Delassus, as Lieutenant Governor, with a sworn translation; a copy of a complete title to Regis Loisel, with a sworn translation; a copy of a complete title to Jacques De St. Vrain, with a sworn translation; a copy of a complete title to Charles Gratiot, with a sworn translation; was offered on behalf of the petitioners. The solicitors for said petitioners prayed that it may not be enrolled as a part of the evidence in this cause, as it would unnecessarily prolong the record, and waiving all benefit of exception for the omission to enrol, the same is accordingly not enrolled. No other evidence was offered on behalf of either of the parties.

And for that it seems to the court, that by the royal order of Spain of the twenty-fourth of August, seventeen hundred and seventy, directed to the Governor of the province of Louisiana, and his successors in office, the instruction which had been framed by General Alexander O'Riley, of the date

of the eighteenth of February, of the same year, was exclusively to regulate the grant and distribution of the crown lands in Louisiana so long as the king should not otherwise dispose; and for that the decree of the same king of the twenty-second day of October, seventeen hundred and ninety-eight, which transferred the power to grant and distribute those lands to the intendancy of that province, and revoked the power by which, under the said royal order, the said Governors had distributed the said lands, did not abrogate the said instruction, but left the same in full force; and also introduced the royal regulation of seventeen hundred and fifty-four, and the laws cited therein, as well as the eighty-first article for the establishment of the intendants of New Spain. And for that, according to the said instruction, and also according to the regulations made by Morales, the Intendant of the said province, dated the seventeenth of July, seventeen hundred and ninety-nine, the claim and title of the said petitioners derived through the said Auguste as aforesaid, is invalid, both at law and in equity, and the act in virtue of which the said claim is made was unauthorized by the royal regulation of seventeen hundred and fifty-four, or by the laws cited therein, or by the said eighty-first article, the validity of the said title and claim of the said petitioners is, therefore, ordered, adjudged, and decreed against. And it is further ordered, adjudged, and decreed, that Auguste A. Chouteau, Gabriel Cerré Chouteau, Henry Chouteau, Edward Chouteau, René Paul, and Eulalie his wife, Gabriel Paul, and Louise his wife, Thomas F. Smith, and Emilie his wife, pay all costs occasioned in and about the prosecution and defence of the said petition; and that execution go therefor.

MISSOURI DISTRICT, sct.

I, Joseph Gamble, Clerk of the late court of the United States for the Missouri district, under the authority of an act of Congress, approved May 26th, 1824, and entitled "An act enabling the claimants to lands within the limits of the State of Missouri and Territory of Arkansas to institute proceedings to try the validity of their claims," certify that the foregoing is a true and complete transcript of the record and proceedings of said court, as the same remains of record in my office, in a certain petition of Henry Chouteau and others, heirs and devisees of Auguste Chouteau, deceased, for the confirmation of a league square of land.

Given under my hand and private seal, there being no seal of court provided, at St. Louis, this first day of October, 1830.

JO. GAMBLE.

The documents referred to in the foregoing petition of the heirs and devisees of Auguste Chouteau, deceased, translations of which as filed in evidence on the hearing of said cause being truly copied, are as follows, to wit:

To Mr. Zenon Trudeau, Lieutenant Colonel, Captain in the first regiment of Louisiana, and Lieutenant Governor of the western part of Illinois.

Auguste Chouteau, merchant, of this town, has the honor to represent to you, that having heard it reported that there were good lands on the Mississippi river at about 50 miles of this town, and being possessed of sufficient means to establish a grazing farm, has the honor to request you to have the goodness to grant him at the place above named a league square of land, or 7,056 arpents in superficies, a quantity which never was refused, either

in the lower or upper part of this colony for similar establishments; the suppliant having also the project to establish on the said land a considerable farm, hopes that you will favor his views, which cannot but be advantageous to the safety of those establishments, and to the internal communication, by keeping away the Indians, who, at divers periods of the year, spread themselves in our neighborhoods to lay waste our farms that are too far apart from each other to lend the necessary assistance in similar cases. Your suppliant, confident in your justice and in the generosity of the Government of which you are the representative, hopes that you will grant his request.

AUGUSTE CHOUTEAU.

St. Louis of Illinois, *January 3rd*, 1798.

St. Louis of Illinois, *January 8th*, 1798.

Being satisfied that the land applied for belongs to the king's domains, the surveyor, Antoine Soulard, will put the applicant in possession of the same, and afterwards make a report of his survey, in order that it may serve in soliciting the concession of the Governor General of this province, to whom I give the information that the said applicant is in the circumstances which merit this favor.

ZENON TRUDEAU.

Upper Louisiana, River Mississippi, District of St. Louis of Illinois.

Note.—Land marks placed at the four corners, and marks at each 20 arpents of distance upon the land A, B, C, D, and all indicated on the figurative plat. All the line trees are blazed above and two notches beneath, and those to the right and left blazed only.*

Registered book B of the entries of surveys executed for said place, page 27, No. 26.

Anthony Soulard, principal deputy surveyor of the establishments of Upper Louisiana: I certify that a tract of land containing 7,056 arpents in superficies, was measured, meted, and bounded for Auguste Chouteau, and in his presence, with the perch of the city of Paris, being 18 lineal king's feet of the same city, according to the Agrarian measure of this province, which land is situated 3 miles west of the Mississippi river and 57 north of this town of St. Louis, bound N. W. ¼ N. by lands of Joseph Brazeau, S. E. ¼ S., N. E. ¼ E., S. W. ¼ W., by vacant lands of the royal domains, which surveys and admeasurements were made without reference to the variation of the magnetic needle, which is 7° 30' E. as shown in the foregoing figurative plan, on which are noted the courses, distances, metes, bounds, &c., which survey was made in virtue of the decree of the Lieutenant Governor, Don Zenon Trudeau, dated January 8th, 1798, hereto annexed.

In testimony whereof, I deliver the present, with the foregoing figurative plan, in conformity with the notes of survey of the deputy surveyor, James Rankin, which I recognize as correct, dated December 20th, 1803, who signed the minutes. St. Louis of Illinois, December 29th, 1803.

ANTONIO SOULARD, *Agr. Par.*

Missouri District, sct.

I, Joseph Gamble, Clerk of the late court of the United States for the Missouri district, under the authority of an act of Congress, approved 26th

* For plat, see original.

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May, 1824, and entitled "An act enabling the claimants to lands within the limits of the State of Missouri and Territory of Arkansas to institute proceedings to try the validity of their claims," certify that the foregoing is a true copy of translations of original documents produced on the hearing of the petition of Henry Chouteau, and others, for the confirmation of 7,056 arpents of land, as the said translations are on file in my office with the papers of said suit.

Given under my hand and private seal, there being no seal of court provided, at St. Louis, this 5th day of November, 1830.

JO. GAMBLE.

No. 12.

COLIN MITCHEL ET AL.

VERSUS

THE UNITED STATES.

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SUPREME COURT OF THE U. STATES.

JANUARY TERM, 1831.

COLIN MITCHELL AND OTHERS,

VERSUS

THE UNITED STATES.

APPEAL FROM THE SUPERIOR COURT OF MIDDLE FLORIDA.

UNITED STATES, TO WIT:

Pleas at the City of Tallahassee, before the Superior Court for the Middle District of Florida, on Tuesday, the second day of November, in the year 1830.

BE IT REMEMBERED, That, heretofore, to wit, at a Superior Court held for the district aforesaid at the City of Tallahassee, on Saturday the 18th day of October, in the year 1828, came Colin Mitchell, Robert Mitchell, in his own right, and as assignee of the estate and effects of the mercantile house heretofore trading under the firm of Carnochan and Mitchell, and as trustee for the creditors of said firm, and also of Richard Carnochan, William Calder, Benjamin Marshall, Benjamin W. Rogers, John P. Williamson, the heirs and legal representatives of John McNish, deceased, and James Innerarity, by John M. Berrien and Joseph M. White, their solicitors, and presented to the Court and filed their certain petition against the United States, which said petition is as follows:

PETITION.

To the Honorable the Judge of the Superior Court in and for the Middle District in the Territory of Florida, specially authorized to receive and adjudicate the claims to land in the said district.

The petition of Colin Mitchell, Robert Mitchell, in his own right, and as assignee of the estate and effects of the mercantile house heretofore trading under the firm of Carnochan and Mitchell, and as trustee for the creditors of the said firm, and also of Richard Carnochan, William Calder, Benjamin Marshall, Benjamin W. Rogers, John P. Williamson, the heirs and legal representatives of John McNish, deceased, and James Innerarity,

Humbly represents, that they have a claim within the district aforesaid, and within the jurisdiction of your Honor, containing a greater quantity of land than the United States' Commissioners were authorized to decide, and which has not been settled under the provisions of the "Act supplementary to the several acts providing for the settlement and confirmation of private land claims in Florida;" which said claim was presented, in pursuance of the provisions of an act of Congress for ascertaining claims and titles to lands in the Territory of Florida, to the Commissioners, and was by them reported to the Secretary of the Treasury, in conformity to law, and by him submitted to Congress; to which said report and documents, so as aforesaid made and transmitted, your petitioners refer, in "document 111, page 14, of Executive Papers, part 2 of vol. 7, 1824 and 5," as a part of this petition; by a reference to which, your petitioners allege, your Honor will see the origin of the title, the date of the sale and grant, the consideration for the same, and the boundaries thereof.

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That the said claim has not been annulled by the treaty of the 22d of February, 1819, nor by the decree of the King of Spain, ratifying the same; and it was not reported by the Land Commissioners as either antedated or forged; but the documents presented to the said Commissioners, and by them reported, were by the said report admitted to be genuine; and no question was suggested of the validity of the title of your petitioners, except some doubts as to the powers of Spanish Governors, which could not then be explained, from the want of access to the laws and ordinances of the Spanish Government.

That the said claim is bounded as follows, including the two purchases of Panton, Leslie, & Co., and their successors, John Forbes & Co.: On the south by the sea coast, from the mouth of the river St. Mark's to the west end of St. Vincent's island, and on the west, north, and east, by a line beginning at the said west end of St. Vincent island, and running north 40 east, 1¼ miles, to a pine tree marked with a cross; thence N. 30 E. 100 chains to another pine tree, marked; thence N. 72 E. 1,280 chains, to two cypress trees, marked, and on the south margin of lake Weemico, three miles from the mouth of the same; thence down the said lake, and up the river Appalachicola, including the islands thereof, to the mouth of Sweet Water creek; thence up the said creek to its head; thence northeastwardly to where it strikes the old line of the first cession; thence eastwardly, on the said old line, by McCall's bridge, and onwards to where it strikes the river Ocklockney, below Murray's ferry; thence southeastwardly 5½ miles to a pine tree marked with a cross; thence south 80 E. 32 chains, to a pine tree similarly marked; thence south 68 E. 1,251$\frac{81}{100}$ chains, to an oak tree marked with a cross, at the west bank of the river St. Mark's, at a short distance

above the place where the said river flows under ground; thence through the woods to where the said river emerges again; and thence down the middle of the river St. Mark's to the sea at the place of beginning, including St. Vincent's island, and all the islands adjacent, supposed to contain about 1,250,000 acres, of which a small part only is of any value.

And your petitioners herewith exhibit, in proof of their said claim, the documents set forth and specified in the descriptive list hereafter contained, which they pray may be received as exhibits to and a part of their said petition, with leave to your petitioners to adduce such further proof as may be necessary in verification of the same, and in support of their said claim.

DESCRIPTIVE LIST.

First. The documents marked No. 1, A, are the same filed before the Commissioners of West Florida; of which there is a translation in their report, and proof of their authenticity. Another translation, herewith filed, marked as above, also showing the origin of the claim aforesaid, and exhibiting the sales, the consideration, and the approval of the Spanish authorities, and more particularly set forth in the papers themselves, reference thereto being had, as a part of this petition. These documents are certified in due form from the Government of West Florida by the Governor and Secretary, by their proper signatures and ratifications, and under the seal of office; and are again certified to be true copies, compared with the originals of the papers transmitted to Havana, by the officer charged with the same, and are endorsed Leg'o (K.)

The document marked No. 2, B, an official letter of the Marquis of Casa Calvo, Governor General of Louisiana, dated 5th of March, 1800, acknowledging the services and merits

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of Forbes & Co., their claims on the Spanish Government, with many other important facts connected with said claim.

Third. Document marked C, and numbered 3. Another official communication from the same Governor General to the Intendant and Superintendent General of Cuba and the two Floridas, stating more specifically the losses of Panton, Leslie, & Co., in carrying on the Indian trade, the services of the house, and the obligation of the Spanish Government to remunerate them; certified in due form by the Captain General of Cuba, under the seal of office.

Document D, numbered 4. A certificate and verification of the office of the Marquis of Casa Calvo, certified, &c.

No. 5, E. Memorial of Panton, Leslie, & Co. to his Excellency Governor Zespedes, of Florida, dated 31st July, 1784, explaining the nature of the Indian trade, and soliciting the protection of his Catholic Majesty to carry on that trade with the Indian nations, with various royal orders, placing the Indian trade in the hands of Panton, Leslie, & Co., with various official letters from the public authorities, all certified in due form under the hand and seal of Francisco Dionisio Vives.

Document No. 6, F. Five sheets, or ten pages, containing two reports of Don Vincente Pintado, Surveyor General of West Florida in 1816, to Governor Zuniga, respecting Indian lands, rights, and boundaries.

Document No. 7, G. Twenty-seven pages, containing reports of said Pintado to Ramirez, Intendant of Cuba, in 1817, about Indian lands, &c. &c. in West Florida, and the jurisdic- of that province as far east as fort and river St. Mark's, Appalache bay.

Document No. 8, H. Certificates of the jurisdiction of fort St. Mark's, belonging to West Florida.

Document No. 9, I, contains Treasury accounts of fort St. Mark's, in West Florida.

Document No. 10, K, contains the case of Jayme Barcur, that the Government respected, and shows Indian rights to lands.

Document No. 11, L. Official letter to Governor Cespedes, dated Madrid, 23d January, 1784, appointing Count de Galvez head of East and West Florida, and of Louisiana.

Document No 12, M. Twenty eight pages: contains extracts from the Spanish Secretary of State's office at Madrid, from the reports of the Surveyor of West Florida, of lands granted in that province, duly certified by A. H. Everett, at Madrid, 21st of April, 1827. The translation of the above document No. 12, M, is herewith, though not finished or authenticated.

Document No. 13, N, being an examination of two Spanish officers by order of the Captain General of Cuba, with a translation, certified in due form, &c., showing the jurisdiction of the Governor of West Florida, and the approval of the grant by the superior officers of Spain.

Also another exhibit, marked No. 14, O, in further confirmation of the right of the Indians to sell, the powers of the Governor to approve and ratify said sale; certified as aforesaid.

Also document No. 15, P, a royal order, conferring on Forbes & Co. more extensive privileges in trading with the Indians.

Exhibit marked 16, Q, showing the oath taken by Spanish Governors.

Exhibit marked No. 17, R, containing two treaties in relation to Indian rights, the last of which is translated and published in the 10th volume of American State Papers, pages 228, 229, and 230. Certified in due form.

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Also another official paper, marked S, and numbered 18, in relation to the change in the firm of Panton, Leslie, & Co. to John Forbes & Co. Duly authenticated.

Document No. 19, marked T, relating to the Indians, and the importance of supplying them, previous to the memorial of Panton, Leslie, & Co., contained in a letter from Estevan Miro to the Count de Galvez, Governor General of Louisiana.

A further exhibit, marked U, and numbered 20, with a translation annexed, duly certified, containing a royal order in relation to the change of the firm of Panton, Leslie, & Co. to John Forbes & Co.

No. 21, V, a certified copy of Governor Folch's instructions to Col. Howard, to authorize the sale of Indian lands to the house, in payment of debts; duly certified and authenticated.

Document No. 22, W, contains the memorial of Panton, Leslie, & Co. to the King, and the license for their residence in Florida, and the oath of fidelity; duly certified.

Documents folded, and marked 23, X, containing the correspondence between some of the partners of the firm of Panton, Leslie, & Co. with the Secretary of War of the United States, charged with Indian affairs, in which the good offices and services of the said firms are solicited to aid the United States in making Indian treaties with them, and in which they were encouraged to obtain a cession of land for their own debts, and an acknowledgment and acquiescence, on the part of the Government of the United States, in the purchase of the said companies, contained in letters of the 3d of May, 1804, 26th of January, 1805, 5th of September, 1806, 12th of November, 1806: duly proved and certified by witnesses from the War Department at Washington.

No. 24, Y. Another exhibit, showing the talk of the In-

dian chiefs and head men to his Excellency Governor O'Neil, Governor General at Pensacola, 10th of July, 1785.

No. 25, Z. Instructions to Alexander M'Gillivray, Commissioner for the Spanish Government to the Tallapuche Indians, certified as a copy of Don Francisco Dionisio Vives, Captain General, &c.

Exhibit 26, AA. Original license from Governor Tonyn, under the great seal, to Panton, Leslie, & Co., to trade with the Indians, dated 15th January, 1783.

No. 27, BB. Royal instructions as to the importation of goods, &c., duly authenticated.

No. 28, CC. An original letter of Governor Miro to William Panton, dated 14th of September, 1789, with a translation, and a copy of a letter of the 29th of December, 1790, from the same to the same, showing the relations between the officers of Spain and the parties.

No. 29, DD. A letter of Estevan Miro, in relation to the establishment of St. Mark's, and placing the same under the jurisdiction of the Governor of West Florida, certified as a true copy by Vives, Captain General, and dated at New Orleans, the 20th of February, 1788.

Exhibit No. 30, EE. Extracts from a treaty between the Government of Great Britain and the Indians, duly authenticated.

Extract, No. 31, FF, containing three treaties of 1773, 1783, and 1786, showing the absolute right in the Indians to pay their debts by a sale of their lands, certified by the Secretary of State of the United States. One of said treaties will be found in the 10th volume of State Papers, 228th, 229th, 230th pages.

No. 32, GG. A copy of a treaty between the Spanish Government and the Tallapuche Indians; certified as aforesaid.

No. 33, HH. A report of the United States Commissioners on the claims to lands derived from the Indians in Opelousas, Louisiana, showing their opinion of their validity, and the recognition of them by the Government of the United States: duly authenticated.

Exhibit marked No. 34, II, being the last wills and testaments of William Panton, John Leslie, and Thomas Forbes, of the firm of Panton, Leslie, & Co., devising to the members of the firm of their successors, John Forbes & Co., their interests in said lands.

Exhibit marked No. 35, GG, containing several deeds of conveyance to the present petitioners, duly authenticated, with a translation of one of them; and a deed from John Innerarity to Colin Mitchell, certified in due form, and marked as aforesaid (marked 35, GG.)

And your petitioners further represent, that John Forbes, by a petition dated Havana, 9th of October, 1817, and addressed to the Captain General of the island of Cuba and the two Floridas, set forth that the house of John Forbes & Co. was possessed in full property of the lands which were occupied by, and which belonged to, the Seminole Indians, situated in the district of Appalachicola and Appalache, and the manner in which the said house came into possession of the same; "and that, being determined to alienate the greater part "of the same in favor of Don Colin Mitchell, he solicits your "Excellency, as Captain General of the two Floridas, and en- "trusted with the high powers of your station, to permit him "to alienate the said lands upon the terms he has agreed up- "on with the said Colin Mitchell, and that he may agree "upon hereafter with other authorized persons.

"JOHN FORBES."

DECREE.—"Havana, 9th October, 1817. This petition to "be shown to the Assessor General, that he may advise me.

"CIENFUEGOS."

THE ASSESSOR GENERAL'S OPINION.

May it please your Excellency: The lands which were occupied by the Indians of the Seminole tribe, lying in the district of Allachie and Appalachicola, and the island belonging to the Lower Creeks and Seminoles, together with two pieces of neighboring land, having been transmitted, as they actually and lawfully are, in full property, with a conditional title, to the house of John Forbes & Co., established in the Floridas by royal permission; for which acquisition competent permission was given by Don Vincente Folch, who was then political and military Governor of West Florida, and who delivered, subsequently, titles of confirmation in favor of the purchasers. There is no obstacle to your Excellency's making use of the powers entrusted to you, and permitting the alienations proposed, among which is designated Don Colin Mitchell, merchant of this city, a person uniting all the qualifications necessary for obtaining them. Havana, 13th October, 1817.

LEONARDE DE MONTE.

DECREE.—"Havana, 13th , 1817. Agreeably to the preceding opinion of the Assessor General, I permit the alienation of lands solicited by John Forbes & Co., in which Don Colin Mitchell is designated as having the greater part, drawing out the writings and insertions mentioned in the said opinion.

"CIENFUEGOS."

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And your petitioners humbly represent, that it will appear from the foregoing abstract, and from the evidence they will adduce in support of the same, that the said house of Forbes & Co. was established in Florida previous to the year 1785, and that, from that time to the year 1807, a period of 22 years, it was continued under the successive firms of William Panton, Panton, Leslie, & Co., and of John Forbes & Co. That the said house was a mercantile one, engaged for the period of 22 years aforesaid in the trade with the Indians, and under special license and protection of the King of Spain, and was entitled to indemnity from that Government for any losses sustained.

That the said house did, between the years 1804 and 1811, inclusive, and with the privity and consent of the Spanish Governor Folch, and for a good consideration, purchase from the Seminole and Lower Creek Indians all the right of them, the Indians, to the said lands.

That the purchase so made was approved of by the Governors General of Louisiana, Gayoso, and Casa Calvo, in the first place, and in the next by the Captain General of Cuba, Cienfuegos. That the said foregoing facts are set forth and confirmed by the Land Commissioners, excepting as to the establishment of the said house so early as 1785, but which was, nevertheless, matter of notoriety.

That the Indians had the right to convey the said lands, for that they were the original possessors, and possession was guarantied to them by the treaty of 1784, and other treaties, of which certified copies, together with other evidence of the royal approbation, will be exhibited.

That Governor Folch, in confirming the said sale, acted within the legitimate bounds of his jurisdiction. That Governor Folch had power to confirm the said sale is shown in

the Spanish laws, in the 12th provision of the royal regulation of 1754; and the power of the Governor to sell and compromise for lands and uncultivated parts of his dominion is further shown in the said law of 1754, which commits this power to the Intendancies and their Subdelegates. That the Captains General had power to grant and confirm lands, is shown by the unvaried and confident appeals of the Commissioners to the practice of Governor General Morales, and the authority of his regulations.

That, at the expiration of their terms of service, it was the duty of the Intendants and Governors to render an account of their administration; and, had they disregarded the laws and ordinances, the appropriate remedy, according to law, was administered. The conduct of the officer who sanctioned the grant to Forbes & Co. was not impeached, although twenty-one years had elapsed since they acted on its confirmation, and successive officers supplied their places, until the change of Government to the United States.

That, with few exceptions, all the titles to lands held by individuals in Louisiana and the Floridas were consummated by the Governor and Captains General; and your petitioners humbly submit, that a practice thus general could not, by any construction, be deemed to be unlawful, and that the title of your petitioners having been consummated by all the requisitions of the royal will, is guarantied to be held on the same footing by the United States, by the 8th article of the treaty with Spain of 22d February, 1819.

And your petitioners further represent, that the reserves mentioned in the act of sale from John Forbes & Co. were transferred by permission of the Spanish tribunals, by which their validity was recognised; and that the claimants to the said reserves, as well as the whole claim, and their tenants,

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have been in the undisturbed possession of the same, from the period of the first sale until the treaty aforesaid, under the Spanish Government, and from that date to the present time under the Government of the United States. They further show to your honor, that their possession and title have so far been respected by the Government of the United States, that instructions were issued to the surveyor, and to the register and receiver, not to survey or to sell any portion of the same until their right could be ascertained. They further represent, that the map filed herewith will show with greater certainty the position, extent, and boundary of their said claim.

And your petitioners further represent, that they are not apprised that any portion of the land claimed, and within the proper boundary of the same, as established by the said cession of 1811, is held by any adverse title to their own, unless it be a few sections or portions entered or sold by the United States without a knowledge of the boundary of the same; and they humbly pray that the validity of their claim may be inquired into and confirmed, according to the true and equitable intent and meaning of the treaty of the 22d of February, 1819, between his Catholic Majesty and the United States, and the laws and ordinances under which the claim of your petitioners was derived, and the act of Congress authorizing a decision of the same; and they pray that by a decision of your Honor the same may be confirmed: and your petitioners further pray, that process may issue against the United States, according to law: and they will ever pray, &c. &c.

JN. MACPHERSON BERRIEN,
Solicitor for Petitioners.

JOS. M. WHITE,
Solicitor for Petitioners.

And at another day, to wit, at the same Court continued and held on Friday the 24th day of October, in the year last aforesaid, the following order was passed:

The Court doth appoint Achille Murat translator in this case, many of the documents filed being in the Spanish language; whereupon, he was sworn for that purpose, according to law.

The following are the exhibits or translations of the same, mentioned in and filed with the petition.

EXHIBITS No. 1, A. (H. M. B.)

Appalachicola lands ceded to the house of Panton, Leslie, & Co. First cession made in 1806.

An abstract of the papers composing the preceding cession.

First. A letter dated New Orleans, 21st February, 1799, from Governor Gayoso de Lemos to John Forbes, (of the house of Panton, Leslie, & Co.) sympathising with him on account of the large sums of money due the house from the Talapuche Indians, and the little hope there remains of recovering the same, unless by extraordinary means, the most probable of which would be the purchase of certain lands from said Indians within the limits of the United States; desires Mr. F. on this important subject to gather some information about the ultimate views of that Government; from his residence of ten years in Louisiana, and his knowledge of public transactions, is witness to the honorable conduct of said house, and the repeated sacrifices they have made, and are ever willing to make, to the interests of his Catholic Majesty; that his predecessors had, in consequence, obtained for it several valuable mercantile privileges, which would have been of much advantage to the house, but that the vicissitudes of the times called for new indulgences from his Majesty; that mat-

ters being in this state, and confident that the house would never engage in any thing prejudicial to the interests of his royal master, he would not oppose any purchase the said house might make of the Tallapuche nation north of the boundary line between his Catholic Majesty and the United States, thinking it the only way to be repaid for their outstanding debts, which would otherwise be lost in the nation, and would augment their difficulties; and that the said house had no other views than to sell the lands so purchased in the usual way, for the purpose of being so repaid.

Second. Certificate of translation of the original letter by Andros Fernandez, public Interpreter, dated Pensacola, the 20th November, 1806.

3d. A letter from the Marquis of Casa Calvo, dated New Orleans, 4th February, 1801, to Mr. John Forbes, acknowledging the reception of his of the 19th of January, which mentions that the Seminole Indians had offered the house lands upon the river Appalachicola, as those they had formerly offered were not judged acceptable. The letter concludes thus: "I do not know to what to ascribe the failure of the order of the Intendancy for the payment of the $17,000, relative to which I have transmitted an official letter, showing the irreparable injury which must accrue, as well to the royal treasury as to your house, if this affair be not settled with due brevity."

Fourth. A petition from James Innerarity, agent of the house of Panton, Leslie, & Co., begging that, in consequence of offers made by several chiefs of the Seminole Indians, at a meeting held by them on the 4th of June last, to John Forbes, principal partner and director of the house, to cede to it a portion of lands occupied by said Indians, in the district of Appalachy and Appalachicola, in payment of the debts con-

tracted, and the robberies committed, by them in the stores of said house, established in the neighborhood of St. Mark's, he intends to send an agent to the said tribe to endeavor to procure a cession of a portion of said lands equivalent to the aforesaid losses; the petitioner showed the benefits that would result from the said cession, not only to the said house, but also to the province in general, by having the said lands occupied by industrious people, who will be interested in cultivating them, and in a great measure superseding the necessity of having recourse to the United States, as at present happens, for the supply of his Catholic Majesty's troops, and even of the inhabitants of Pensacola and Mobile, almost all the good lands belonging to the Indians. The petitioner therefore requests permission to establish a talk on this business with Indians, and, upon a cession being made, that the same may be confirmed and secured to the said house, that it may dispose of them to its advantage. Dated Pensacola, 5th of January, 1804.

Sixth. Governor Folch's permission, granted on condition that the lands so ceded be not disposed of without the knowledge and consent of the Government. Pensacola, 7th January, 1804.

Seventh. Governor Folch certifies that the chiefs of the Seminole nation, who have signed above, appeared before him on the 20th of June last; and they, having taken him by the hand in token of friendship, among other things, said, that one of the motives for their journeying hither was to declare to him that they had ceded to the house of Panton, Leslie, & Co., in consequence of the great debts they had contracted in that house's store, lately opened in Appalachy, and the robberies they had therein committed, a tract of land, the limits of which are designated in the preceding act of cession and

sale; that they had done so with the entire knowledge of the nation, in whose name they had signed it. This certificate, signed and sealed by Folch, 24th of June, 1804, and countersigned by his Secretary, Francisco Moregon.

Eighth. Governor Folch certifies, that, in a full assembly of the principal chiefs of the Talapoosa and Seminole Indian nations, held in this place 3d December instant, King Manso or Hosporthaklucco being chief orator, he declared, that, with the general consent of the nations, they had confirmed the cession of land made in May last to the house of Panton, Leslie, & Co.; that they had done so in payment of the debts, and (as aforesaid) had put Mr. James Innerarity in possession of the land as agent of the said house, to which they had ceded for ever all right they formerly held in the said lands, agreeable to the tenor of the preceding act, which they had signed at Achackweithle, 22d of August, 1804. This certificate, signed and sealed by Folch, and countersigned by his Secretary, Francisco Moregon. Pensacola, 5th December, 1804.

Ninth. The act of cession referred to above. The preamble states the heavy debts they (the subscribing chiefs of the Seminole nation, met in Junta) owe to the house of Panton, Leslie, & Co., for goods supplied them and their people from the store in Appalachy, and the robberies and depredations they committed on two occasions on the store of said house in Appalachy, headed by William Augustus Bowles, the first robbery committed in January, 1792, and the second in May, 1800; and they have no means whatever of paying said losses, except by ceding to said house a portion of the lands they occupy, of which they are at present owners and proprietors, and contained within the following limits: (those limits described at art. 22.) "And by these present

we cede, concede, give, sell, and transfer, to the said Panton, Leslie, & Co., their heirs, executors, assigns, and administrators, in our name, and in that of all our people, the aforesaid district of land, contained within the limits aforedescribed, to be by them, their heirs, executors, assigns, and administrators, held and possessed in full right and entire property; and we, the undersigned chiefs, in our name, and in that of our people of the before Seminole nation, in our name, and in that of our heirs and descendants, renounce and abandon all and every right which we have till now held and possessed in the said district of lands to said Panton, Leslie, & Co., their heirs, executors, assigns, and administrators, and we will defend and maintain the said Panton, Leslie, & Co., their heirs, &c., in the full and complete dominion and possession of the aforesaid district of lands, contained within the above described limits, at this time by us given, bestowed, sold, and transferred, against all and whatsoever persons, from henceforth and for ever. In testimony whereof, we hereby sign this instrument, in the town of Chickkatalofa, 25th of May, 1804." (Here follow the marks of twenty-two chiefs, and the signature of William Hansby, Interpreter.)

Tenth. A duplicate of Governor Folch's certificate, No. 7, which has been inserted twice by mistake.

Eleventh. The act of ratification and confirmation. It states, that, whereas the chiefs and principal men of the Seminole Indians met at Chickatalofa the 25th of May, 1804, and agreed unanimously to sell to the house of Panton, Leslie, & Co., in compensation for sundry robberies as aforementioned, a tract of land bounded, &c. (as will hereafter be specified;) and whereas an instrument of concession, sale, and cession, was, on the 25th of May aforesaid, signed by the following chiefs of the said nation. (Here follow the twenty-two

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chiefs' names who signed.) And whereas, on the 20th of June following, the same was ratified and declared by the said chiefs before Don Vincente Folch, Governor, &c., to be their unanimous and spontaneous act, in virtue of which they, in their own name, as well as in that of the Seminole nation, whom they represented, and their descendants, renounce entirely, in favor of Panton, Leslie, & Co., on account of the aforementioned motives, all their right and pretensions to the said lands, &c. And whereas Mr. James Innerarity, one of the partners of the said house, has come, in virtue of said cession, personally, to this place, in the name of, and representing said house, to take possession of said lands, and in order to do with more notoriety and solemnity, and that said concession may be more amply confirmed, and finally relieved from all altercation and dispute, he has convoked a meeting of the chiefs of the Lower Creek and Seminole nations, to meet him at this place, for the aforementioned object. Be it therefore known to all whom it may and doth concern, that we, the undersigned chiefs and principal men of the Lower Creek and Seminole nations, having in consequence met in full assembly at this place, have unanimously agreed, and by this instrument of writing solemnly confirmed, in every sense and manner, and in all its parts, the aforesaid donation and cession of the said lands, &c.; and that the same may remain and be maintained valid to Panton, Leslie, & Co., from henceforth and for ever, we have this day solemnly ceded and granted possession of them to their partner, Mr. James Innerarity, deputed to that effect; and we bind and oblige ourselves, and our descendants, to maintain and defend him and them in full and specific possession of the said lands, against all persons whatsoever, from henceforth and for ever. In witness whereof, we here set our marks. Done at

Achackweithle, on the river Appalachicola, this 22d of August, 1804. (Here follow the marks of thirty three chiefs.) The preceding names were signed and delivered the 22d of August, in 1804, in presence of William Hambly, Thomas Miller, Interpreters.

Twelfth. A duplicate of Governor Folch's certificate, twice inserted by mistake.

Thirteenth. Statement of the losses sustained by the robberies of the Appalachy on the 16th January, 1792, viz:

Amount of inventory of goods existing in Appalachy, 1st November, 1791, including ¼ per cent. on sale goods, - - -	£5,550 16 9	
Amount of invoice of 1st of November, 1791, with ¼ per cent. to cover charges, - -	1,239 15 3	
		6,790 12
Sold from the store from the first of November, 1791, to the 16th June 1792, by account taken from the books by R. Leslie, with one-fourth per cent. in order to agree with the inventory and invoice, -	£564 11 8½	
Preserved since the robbers were expelled, according to inventory taken 16th March, by R. Leslie, with one-fourth per cent., -	623 1 10½	
In the inventory of 1791, were included the cattle, horses, hogs, poultry, negroes, &c., of which were preserved,		
Sixty head of cattle, 64*s.* -	£192 00 00	
Ten hogs, 40*s.* - - -	20 00 00	
Hens, two dozen, 11*s.* 3*d.* -	1 2 6	

Eighteen horses, at 90*s.* -	£81 00 00		
Negroes, according to inventory,	857 00 00		
Sixteen old trunks and press, filled with peltry, according to inventory, - - -	42 10 00		
Pirogues, boat, chateau, &c., according to inventory, -	29 1 00		
All the peltry, per inventory, -	1,486 12 00		
House furniture, &c. - -	5 00 00		
		2,714	5 6
Plate and silks charged to Pennyman's wife, with one-fourth per cent., - - - -	74 14 1		
H. Smith charged to Burnet this sum, recovered according to day book, - - -	135 14 8		
Omissions, &c. - -	4 3 2		
		214	11 11
		4,116	11 00
Loss in pounds sterling, - -		2,674	1 00
By amount of actual loss by the preceding statement, - - - -		2,674	1 00
One hundred bushels of corn omitted, bought between 1st November and 16th January,		30	00 00
Expenses incurred at the fort for provisions for Indians and persons assisting, and our own living, - - - -		100	00 00
		£2,804	1 00

We certify that the preceding account is a true statement of the loss sustained by Panton, Leslie, & Co., from the robber Bowles and his followers. Appalachy, June 24, 1792.

ROBERT LESLIE,
EDWARD FORESTER,
JOHN INNERARITY.

Pensacola, West Florida, June 2, 1799, before me, Don Vincente Folch y Juan, Governor, &c , appeared William Panton, partner in the house of Panton, Leslie, & Co., who, having been sworn, declared that the preceding is a true and just statement of the loss sustained by him and his partners (at that time) Thomas Leslie and John Forbes, by a party of freebooting Indians, at whose head was the notorious William Augustus Bowles, and a number of the chiefs of the villages of Cowetas, Broken Arrow, Hichetas, Ufalees, Chickas, and inhabitants of the point named Onsutchees, which robbery was committed on or about the 16th June, 1792. And the deponent further declared, that the foregoing statement was made by the clerks residing on the spot at the time the robbery was committed, and that it was certified by them on the 24th of June, 1792, as above. And he further declares, that the said sum of £2,681 1*s.* was really lost by him and his said partners on account of the said robbery, and that no part thereof has since then been recovered.

WILLIAM PANTON.
VINCENTE FOLCH.

Witnesses—MATIAS CERVERA,
FELIPE PRIETO.

Translation of the above document, made and certified by Andrez Hernandez, public interpreter.

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1792, April 27. For fourteen head of cattle more than was included in the statement, seen and counted this day by R. Leslie, 64*s.* per head,	£44 16 00
For twelve horses, do. do. at 90*s.* - -	34 00 00
Twelve head of cattle seen at Micosuki, at 6*s.* -	12 16 00
Two do. seen at Burges's house, of which we have received one, - - -	6 8 00
A mare and saddle recovered of H. Smith, -	5 00 00
	123 00 00
Loss actually sustained this day in pounds sterling, - - - - - -	2,681 1 00
	2,804 1 00

Fourteenth. Statement of the loss sustained by the robbery committed on the store in Appalachy, in May, 1800, by the Indians under the conduct of Bowles.

Value of goods, houses, negroes, cattle, &c., existing in our possession at the time of the robbery, including the brig Sheerwater, transported them from Pensacola, - -	$16,549 06⅔
Expenses in repairing the Sheerwater for the damage done to her while in possession of Bowles and his Indians,	672 07
Detention of said brig from the 18th May till 11th November, 1800, during which time it was either in Bowles' possession, or detained at Pensacola for repairing its damages, five weeks and twenty-four days, at $500 per month, - - -	2,900 00

A mulatto and a negro boy, belonging to said brig, carried off by Bowles, - - - -	$800 00	
		4,372 07
		20,922 05½
To deduct the value of goods and negroes returned at the retaking of St. Mark's fort, -		4,868 02½
Loss, - - - - - -		$16,054 03

Pensacola, West Florida, on the 25th of August, 1802, before me, Don Vincente Folch y Juan, Governor, &c., and two assisting witnesses, appeared John Forbes, a partner of the house of Panton, Leslie, and Company, and James Innerarity, a clerk in the same house, who, having been duly sworn, declared that the foregoing is a true and just statement of the loss sustained by the house of Panton, Leslie, and Company, in a robbery committed on their stores in the months of April and May, 1800, by a party of freebooting Indians, at whose head the notorious William Augustus Bowles, and a number of chiefs of the Ockfuskies, Otapies, Cowetas, Cupitans, Chichas, Talassees, Eaucheeches, and Micasukies; and that no part of said loss has been since recovered.

JOHN FORBES.
JAMES INNERARITY.
VINCENTE FOLCH.

Witnesses,

WILLIAM FRANCISCO MOREYN,
ESTEVAN FOLCH.

Translation of the above document by Andrez Hernandez, public interpreter.

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Fifteenth. Is a detailed statement of sums due by various Indian dealers and factors of the Seminoles to the house of Panton, Leslie, and company, in Appalachy, till end of the year 1800, exclusive of interest, which sums were never paid, - - - - - $19,157 01

Errors and omissions excepted.

PANTON, LESLIE, & CO.

Sixteenth. Is a detail of the expenses incurred by the house of Panton, Leslie, and Company, during and on account of the proceeding held with the Indians, Seminoles, in Pensacola, as well as in Appalachicola, for the sale and cession of a tract of land in payment of the robberies committed on their stores by the said Indians, and other matters therein contained. Total, - - - - $2,136 04⅔

Seventeenth. Recapitulation of the loss sustained by the house of Panton, Leslie, and Company, (as above detailed,) amount of the robbery committed on the store in Appalachy, in 1792, 16th January, as appears by the statement on oath of William Panton, before Don Vincente Folch, the 2d of June, 1799, £2,681 1*s.* at 4*s.* 6*d.* per dollar, - - - - $11,915 06⅔

Interest on said amount at six per cent. yearly from the 16th January, 1792, to 22d of August, 1814, at which date the chiefs agree to sell and concede the lands to the house, 12 yrs. 7 mo. 6 days, - - - - 9,008 02⅔

20,924 00⅔

Amount of the robbery committed on the store in Appalachy in May, 1800, as appears by the statement under oath by John Forbes and James Innerarity, before Don Vincente Folch and two assisting witnesses, the 25th August, 1802, - - - - - -	$16,054 03
Interest on this sum at six per cent. per annum, from the 26th May, 1800, to 22d August, 1804, - - - - - -	4,072 03½
Amount of debts due by different Indian dealers with the store to the end of the year 1800, as appears by the statement taken from the books of said store by James Innerarity, resident clerk at that time in Appalachy, -	19,157 01
Interest on this sum, at six per cent. per annum, from 31st December, 1800, to the said 22d August, 1804, 3 years 7 mos. 22 days, -	4,189 00
	23,346 01
Expenses incurred on account of the different congresses held by the Seminoles relative to the cession and sale of the said lands, &c. -	2,136 04½
	$66,533 05

E. & O. E.

PANTON, LESLIE, & CO.

Eighteenth. The act of ascertaining the boundary line. Whereas, at a meeting of the chiefs and warriors of the Seminole nations, held at Chickatalofa on the 25th May, 1804, it was unanimously agreed by the same to cede a certain portion of lands belonging to said nation to the house of Panton, Leslie,

and Co. in compensation for the losses, &c., the limits of which lands are described in the instrument of writing signed and delivered by the kings and chiefs assembled in full junta at Achackweithle, on the river Appalachicola, on the twenty-second of August, 1804, to the said house of Panton, Leslie, and Co., the said cession of lands was resolved, declared, and confirmed, and possession of them given, in the name of the aforesaid nations, to James Innerarity, partner in the said house, with a few variations and restrictions in the limits to the north and east only added, and are detailed, according to the best information about said lands which was at that time to be had, in the instrument of writing which on that occasion they signed and delivered to James Innerarity; and whereas the said cession was, before the Governor Don Vincente Folch, solemnly confirmed by a large concourse of kings, chiefs, and warriors, then present; and whereas it was then resolved to send a certain number of chiefs to accompany James Innerarity, or his agent, when they should think proper, for the better ascertaining the boundary line of said cession, so as to be seen and distinguished by all. Be it, therefore, known, that we, the undersigned kings, chiefs, and warriors, named by the aforesaid nations, and our own towns, have, at the citation of the said Mr. James Innerarity, accompanied him along said line, which we have distinctly ascertained, according to the order given in the aforesaid juntos of Achackweithle and Pensacola, and have marked the same in such a visible manner that it may be easily seen by all, and is as follows, (here follows the minute detail of the limits;) and this line, so marked and thus described, we declare, in the name of our nations, to be the true boundary line ceded in the aforementioned juntos to the house of Panton, Leslie, and Co., and, consequently, the limit between our nations and

the white people of these parts. As such, we order that it be, by all our people, held and respected, henceforth and for ever. Given at St. Mark's, of Appalachy, in presence of the Commandant of said post, Don Ignacio Balderas, and the subscribing witnesses, the 2d of August 1806, (marks of 11 chiefs.) Certified by Ignacio Balderas. Interpreters, Thomas Miller, Juan Antonio Sandobal. Witnesses, Filipe Prieto, Diego de Barrios, Lorenzo Vitrian. We, the undersigned, declare, that, although we were not present at the running of this boundary line, we acknowledge and agree to its exactness and accuracy; and therefore sign the present before the Commandant of this fort, and these assisting witnesses. (4 marks of chiefs.) Certified by Ignacio Balderas. Witness, Diego de Barrios.

Nineteenth. Petition of John Forbes to Governor Folch, begging that, in consequence of all the formalities of the cession, and ascertaining the boundaries of the lands, having been gone through, if his Excellency finds the documents conformable to law, he will interpose his authority in due form, in order to ratify said cession, and, making use of the authority which the king has conferred upon him, put the petitioner in possession of said land in his royal name, on the conditions expressed in the decree of the 7th January, 1804, depositing the original documents in the archives of the General Government of this province, and giving me a summary extract of the pieces comprising the land, to serve me at all times as a title in form, &c. Mobile, 28th November, 1806. John Forbes.

Mobile, 28th November, 1806. Granted as the petitioner requests. FOLCH.

Twenty-first. Certificate of Don Francisco Maxim. de St. Maxent, Governor, &c., that the foregoing pieces are faithfully copied from the original proceedings, followed up by James Innerarity and John Forbes, as agents for Panton, Leslie, and Co., in order to obtain the confirmation of the cession of lands

made to them by the Creek and Seminole Indians, between the rivers Appalachicola and Appalachy, in compensation for debts they had contracted with said house. In witness whereof, the present is signed by me, sealed with my arms, and countersigned by the Secretary of this Government. Pensacola, the 20th December, 1811.

FRANCISCO MAXIM. DE SAN MAXENT.

PABLO DE LARIN.

Twenty-second. The title of confirmation by Governor Folch. Whereas Mr. James Innerarity, agent of the house of Panton, Leslie, and Co., established in this province, with royal approbation, for the purpose of trading with the Indians, since the year 1785, represented to me by a petition dated the 5th of January, 1804, that, in order to follow up the offer made at a general congress of the Indians, held in the nation, in the month of June, 1803, by several chiefs of the Seminole tribe, and to John Forbes, principal partner and director in the said house of Panton, Leslie, and Co., that they would cede in its favor a portion of their land between the district of Appalachy and Appalachicola, in payment of the debts they had contracted, and the robberies committed by them on the stores of said house, established in the neighborhood of St. Mark's, declaring to me, at the same time, his intention of taking the necessary steps for bringing about the cession, and to cultivate, and to cause to be cultivated by industrious persons, the lands so obtained, concluding by beseeching him to grant him permission to establish a talk, or set negotiations on foot with the Indians on this business; and that, his object being obtained, I should secure to the house the possession of the lands ceded, in order to dispose of them as might be found most convenient: and considering that the said petition is not contrary to our laws, nor infringes in any manner the rights and sovereignties of our catholic monarch, (whom God pre-

serve;) and that it being also one of the terms and conditions in the establishment of said house, that the Government should facilitate, as much as possibly it could, the recovery of the debts pending between the Indians and the said house, which is also proven by the original letters presented to me by the said James Innerarity, written by the Brigadier Don Manuel Gayoso de Lemos, and the Marquis de Casa Calvo, Governors General, that were of the ceded provinces of Louisiana, (No. 1 and 3 of these pieces,) in which is to be gathered that their Excellencies were willing, and gave their consent to the purchase of any lands that the said house might make of the Indians, with the intent of recovering its outstanding debts and losses, occasioned by the robberies occasioned by the adventurer William Bowles. I therefore decreed, the 7th of January, as follows, "Granted the petitioner's request, it being understood that the lands he may obtain from the Indians cannot be disposed without the knowledge and consent of this Government. And it resulting from the instrument of cession that the chiefs and principal men of the Talapoose and Seminole nations, assembled in junto, at the town of Chickatalofa, the 25th of May, 1804, who fixed their marks and signed. Yahulla Emathla, William Perryman, Tasihayo Mico, Tustenucky, Chuper, Hopayoli Mico, Cosa Mico, John Meally, Thomas Perryman, Yfa Tustenugy, Tolaysa Emathla Tuskatasnaggy, Hopoy Hacho, Pawas Mico, Chaco Tustenugy, Ohelis Enyha, Pawas Hacho, Juche Mico, Musquito Jack, James Perryman, Tustenugy Emies, Tahulla Mico, Ufale Tustanugy, Mico, Efau Tuskinia Halleche, ratifies the first writing in my presence, the 20th June following, appears by my certificate of the 22d, and the second writing in full assembly of the same chiefs, and others present at it, at Achackwethle, on the 22d of August of the same year, confirmed in Pensacola before me, the 3d of December following,

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appears by my certificate of the 5th of the same month, with the marks and signatures which follow, of the same chiefs: Hopoy Haeho de Totolope Talofa, great orator of the Seminoles, Hothepacio Tustenagy de Totolope Talofa, Hopoi Mico de Ockmulguche, Tustenagy Mico de idem Keenaha Thlucco de Cheyaha, Emathle Thlucco de idem Mico Napumico de Capita Yahulla, Emathla de Chickatalafa, Tankaya Mico de Osootchie, Ochee Tustenaggy, de Ochee Yahulla, Mico de Usullis, Albama Tustenagy, de Usallis Tusikaya, Hadjo de Ocheese, Nihu Mico de Ackmulga Tustenuggy Hadjo de Tochtoheithle, Ninnywaguche de Tochtoheithle Tustenagy de Palachuchly Yahulle Emathla, alias John Meally, de Ocheese Hopay Hadjo, for Copixty Mico de Micosukie, Tustenugy Hopay, alias Little Prince, of the Cowetas, Coweta Tustenugy de Coweta, Nicha Hoque, de Cowetas Ocheesee, Mico de Yawollee, Hopayok Hogo de Yawollee, Mico Tecocksey, alias Hatas, Mico Hopayok, Mico de Tawassee, Totha Tustenugy de Wifaluska, Efau Tustenuggy de Micosuki, for Hopay Hadjo Pawas, Mico de Ockaloconey, Tuskenucey Chapeo de Emupee Tasikayo, Mico de idem Tustenugy, Chapeo de Tamathle, Halleauche, king of Tamuckle Tuskinia, lieutenant of Chateauacchefale, sent by king Manso in his stead, and by the two Interpreters Thomas Miller and William Hambly, at which ratification in Pensacola was orator the king Manso alias Hopoithle Mico, who, taking up the discourse, disclosed to me that, with the general consent of his nation, they had confirmed the cession of lands made, in May last, to the house of Panton, Leslie, and Co., the limits of which they had designated with more precision in the last writing: that they had made said cession in payment of the robberies they had committed, and the debts they had contracted, on and in the store of St. Mark's of Appalachy;

and that they had given possession to Mr. James Innerarity, in the name of the said house of P. L. & Co. to whom they had ceded all the right which they formerly held in the said lands, in token of which they had signed and put their marks to both writings; and as it appears by the accounts, statements, and recapitulations general, which are found in the same documents, (see art. 13, 14, 15, 16, and 17, of these pieces,) that the robberies, losses, and expenses incurred by the said house till the 31st of October last, amount to 66,533 dollars 5 reals; and that, on the part of those interested, fresh steps were taken to designate the limits; and that the said chiefs, principal men, and warriors of the Seminole nations, appointed deputies to be present at the said designation, and that these met in junto at St. Mark's of Appalachy, the 2d of August of this year, presided by Don Ignacio Balderas, Commandant of said post, with three assisting witnesses, Don Felipe Prieto, Don Diego de Barrios, and Don Lorenzo Vitrian, the interpreters Thomas Miller and John Sandoval; and in said junto, agreeable to a former stipulation that a certain number of chiefs should accompany James Innerarity as his agent, when it should become convenient for the better ascertaining and making the boundary line of the said cession of lands, so as to be visible and known to all the said chiefs, principal men, and warriors deputed, acknowledged that the same had been done to their entire satisfaction, and declare before the said Don Ignacio Balderas, in the name of their nations, and as deputies appointed by them, that they had accompanied James Innerarity in the line and designation of boundary in the following manner: Leaving the river Appalachicola five miles above Estefanulgee, the line runs through the hammock of said river and the adjacent pine barren, in a direction E. and S. E., more than three miles, till it meets with the principal path

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from Estefanulgee to the nation, then follows said path N. and N. N. E., eleven and a half miles or twelve miles, to the spot where the path from Micosuki to Estafulgee separates from the other; hence the line runs along the same path of Micosuki, E. three miles and a half, to a ravine; thence, along the same path, E. and N. E. by E. two miles and a half, to another ravine; thence, still along the same path, N. E. and E. above a mile, till the junction of the path of Ocheesee, alias that of John Meally, to Apalachy; hence, running the same in a direction S. E. above three-quarters of a mile, to the river Tologee; thence, still along the same, E. four miles and three-quarters, till the spot where the path of Meally separates; thence the line follows the path of Micosuki, (which might more properly be called the path Ocheesee to Anacheela,) E. by N. a mile and a quarter, to the extremity of a hammock; thence, along the same path, N. E. and E. N. E. one mile and a half, to four pine trees, marked with crosses; here, leaving the path, the line runs through the hammock, and crosses two ravines N. E. by E. one mile and thirty-six chains, till it meets with a path leading from Anacheela to the south; crossing said path, for fifty-eight chains it follows the same direction through the hammock, and crosses another ravine, till it meets with another path leading from Anacheela to Micosuki, at a distance of one measured mile from Anacheela; thence, following said path, whose direction varies, S. E. and N. E., three miles, till a spot where a path separates, leading to the south, leaving the last path, and still following the former, along which we came; the line runs through it in a direction E. and E. N. E. a mile and a half, to a ravine; thence, running in the same path N. E. by N. one mile, till its junction with Thompson's path, which comes from the N. W.; thence, following the same path, here called

Thompson's path, S. E. by S. one mile and a quarter, till Little river; thence, following the same path N. by E., E. N. E., and E. one mile, till the spot where the path of Micasuki separates; thence follows it always the same path of Thompson, S. E. by E. one-third of a mile, to a ravine; thence, always in the same path, in various directions, between S. E. and E. N. E. two miles and a half, to another ravine; crossing which, it goes in a direction south, still along the same path, one mile and a half, to the river Ocklockney; thence along the same path, in various directions, between S. and E. eighteen miles, to the extremity of a hammock on the river Wachulla, where two pine trees are marked with crosses, at one mile's distance from the house of John Kinnaird; thence, crossing the hammock and ravine, it runs S. by E. sixty-four chains; thence S. S. E. to a pine marked with a cross, sixteen chains; thence S. S. E. sixty-four chains, and thence E. N. E. ninety-six chains, to the road which leads from the house of Kinnaird to fort St. Mark's; thence it runs crossing the road forty-six chains N. N. E. to the river Wachulla, the channel of which forms the boundary as far as the sea, to the east, in the same manner as the great channel of the river Appalachicola, from its mouth to five miles above Estefanulgee, forms, with a part of the above line, the limits to the west, and the high seas beyond all the islands on the coast forms the limits to the south. Throughout all its course by land, except a spot of about one-third of a mile, adjacent to the hammock of the river Appalachicola, which, being a thick swamp, and full of water and mud, was impenetrable, the line is very visible, the trees being all marked; and this line, thus marked and described, we declare, in the name of our nations, to be the true boundary of the land ceded in the aforesaid juntos to the house of Panton, Leslie, & Co., and, consequently, the

limit between our nations and the whites of these parts. And the said being confirmed and signed with the marks of the chiefs, which was delivered, certified by the said Commandant, with the addition of four chiefs of Micosuki village, among whom was Copixty Micco, vulgarly known by the name Kinache, and who, though not present at the said designation of boundary, declared, nevertheless, that they adhered to the accuracy of said limits, and were agreed in what the commissioned chiefs had done, putting in the same manner their marks. And Mr. John Forbes, a partner and director of the said house, having preferred a new petition to me, begging that if I found good and conformable to law the documents which composed these proceedings, and of which I have, in a summary, given an extract, that I should interpose my authority in due form, to ratify the cession of lands as aforementioned, and which is pointed out by the plot annexed:

Therefore, making use of the powers which the King, our Lord, (whom God preserve,) has conferred upon me in his royal name, I confirm and ratify to the said house of Panton, Leslie, & Co., the cession of lands made by the nation of the Seminole Indians, in the form and terms above explained, and seen by the plot annexed, which, with the original proceedings and copy of this title, will remain recorded in the office of the Secretary of the Government of this province; and, consequently, I declare and impart full and direct dominion to the said house of Panton, Leslie, & Co., of the aforesaid lands, so that the said house may, as its property, enjoy, possess, sell, and alienate it, agreeable to the terms expressed in my decree of the 7th of January, 1804, antecedently inserted; and I empower it to take possession, and will defend and maintain it therein, without prejudice to a third party. In witness whereof, I order the present to be delivered, signed

by my hand, sealed with my arms, and countersigned by the underwritten Secretary of the Government. Given in Mobile, 3d of December, 1806.

VINCENTE FOLCH.

By order of his Excellency,

FRANCISCO MORIGON.

Twenty-third. The original proceedings relative to the cession which the foregoing title confirms exist in the office of the Secretary of the Government, under my charge, with an authentic copy of said title and of the whole, was delivered a copy to the Surveyor General of this province, Don Vincente Sebastian Pintado, in order to deposite in his archives, and another copy was, at the same time, given to John Innerarity, as representative of the interested parties. Pensacola, 20th December, 1811.

PABLO DE LARIN.

Second cession, made in 1811, to John Forbes and Co. An abstract of the papers composing the preceding.

First, is a list of debts owing by the Lower Creek nations to the house of John Forbes and Co., of Pensacola, adjusted to 22d January, 1811. Total amount $19,387 04½. Errors and omissions excepted. Pensacola, January, 1811. By power of attorney from John Forbes and Co.

JOHN INNERARITY.

Second. Certificate of Governor Folch, that, in a full assembly of chiefs of the Lower Creek and Seminole nations, held in the Government this day, the undersigned chiefs declared, by the medium of their interpreters, James Durosseau, resident in the nation, Thomas Miller, on the part of the chiefs, and Ma-

nuel Gonzalez, of this place, that they had ceded, in the name and with consent of their nations, to the house of John Forbes and Co., in payment of the debts due to said house by the Indian dealers of the several towns of the aforesaid lower Creeks, on the river Chatahoochie, the piece of land of which the limits are specified in the act of cession, which act and limits were read to them, and translated in my presence by the said interpreters, and they agreeing to the propriety of the same, signed of their own accord the foregoing instrument. In witness whereof, I give the present, signed by my hand, sealed with my arms, and countersigned by the underwritten Secretary of this Government. Pensacola, 22d January, 1811.

VINCENTE FOLCH. [L. S.]

By order of his Excellency,

PABLO DE LARIN.

Third. Act of cession in a congress of the chiefs of the Lower Creek nations, held in the village of Cuskatalafa, on the river Chatahoochie, in April, 1810, composed of the following persons, (here the names of eighteen chiefs.) Whereas Wm. Hambly, agent of the house of John Forbes & Co., merchants in Pensacola, has shown us a list of debts owing by the Indians and dealers of the said Lower Creek nations on the rivers Chatahoochie and Flint, amounting to the sum of $19,387 04½ cents of silver money; and it being manifest that we have not the means of liquidating said debts otherwise than by a cession of a part of our limits, it has therefore been unanimously resolved, and by these presents we resolve, to cede, give, give, grant, sell, and transfer, to the said John Forbes & Co., in payment of our aforesaid debts, a piece of land at present occupied by us, and bounded as follows, (here the limits specified, which will be detailed at article 13.) And

whereas we, the following chiefs, Hopio Mico, Efa Mico, Yohulla Emathla, and Coothea Cuskanucky, are duly authorized, according to the statutes and customs of the Indians, by the aforementioned absent chief, and having thus met in the Government house in Pensacola, in presence of his Excellency Vincente Folch, Governor, &c., with the intention of confirming the said cession of land; having met in junto, according to agreement, to validate more fully said cession made to the house of John Forbes & Co., with Cuskanucky, Hoper Cuskama, Mico Nuppa, Cuskanucky Chackchuckany, and Coweta Mico, we have, in conjunction with them, resolved, unanimously, and by this instrument, in our names, and that of all the tribe of the Lower Creeks, we cede, give, grant, sell, and transfer, to the said John Forbes & Co., their heirs, executors, administrators, and assigns, the aforesaid piece of land, bounded as aforementioned, and situated in the said province of West Florida, so that they and their assigns may hold and possess it in full domain and property; and we, the undersigned chiefs, in our own names, as well as in that of our people of the lower villages, and of our descendants and theirs, renounce, positively, and make abandonment of all and whatever right which heretofore we held in the said piece of land, in favor of the aforementioned John Forbes & Co., or their assigns, in full and entire possession of said piece of land, bounded as aforesaid, now by us ceded, given, granted, sold, and transferred, and we will defend them against all and whatever persons from henceforth and for ever. Therefore, the said chiefs, in their name, and in that of all the nation of the said Lower Creeks, by these presents name and constitute Hopio Mico, Yohalla Emathla, Efa Mico, and Toothea Caskanucky, chiefs of said nation of Lower Creeks, to accompany the surveyor of the said John Forbes & Co., and

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designate the boundaries of the said piece of land, agreeable to the intent and meaning of the limits aforementioned; to mark the trees and fix landmarks, where it may be necessary, in order to make the boundary line visible and permanent for ever. And, therefore, when the said boundary line shall be particularly ascertained, the said chiefs Hopio Mico, Yohalla Emathla, Efa Mico, and Toothea Tuskanucky, are, by these presents, authorized, as the said chiefs in congress assembled, to proceed to fort St. Mark's, and communicate the same to the Commandant, presenting him a plat of it in due form; and, finally, to give and grant whatever other instrument of writing, in our name, and in that of all our people of the said Lower Creek nation, which may be deemed necessary by the said John Forbes & Co., in presence of the said Commandant, in order that the said piece of land remain entirely secure to the said John Forbes & Co., their heirs, administrators, and assigns, for ever, in virtue of said writing. Given under our hands and seals in the Government house of Pensacola, 22d of January, 1811. (Here the marks of 11 chiefs.) Interpreted, signed, sealed, and delivered, in presence of and by James Durosseau, interpreter of H. C. M., Thomas Miller, interpreter for the chiefs, Manuel Gonzalez, interpreter of Government at Pensacola.

Fourth. Certificate of translation of the above by Vincente Sebastian Pintado, from the English, at the instance of John Innerarity, agent of the house of John Forbes & Co. Pensacola, 21st June, 1811.

Fifth. Certificate of Don Marcos de Villiers, Commandant of the post of St. Mark's, that there appeared before him and the two subscribing witnesses seven chiefs of the Seminole nation, (names mentioned,) and, after having given him their hands in sign of friendship, declared that the foregoing signatures, (see next article,) made by them and other chiefs of

their nation, they acknowledge to be legitimate and true, and that the cession and sale contained in the present instrument was just and valid, having been made with full consent of all the nation, and that in its name they have granted and sign-the same. Fort St. Mark's, 25th May, 1811.

MARCOS DE VILLIERS,
JOSE URCULLO,
LORENZO VITRIAN.

Sixth. Act of confirmation. The preamble states, that, whereas, in a congress of the chiefs of the Lower Creeks, held at Pensacola the 22d January, 1811, it was agreed, unanimously, to cede to the house of John Forbes & Co., in payment of certain debts due it by said nation, a piece of land bounded as follows, (here a detail of the limits;) and whereas a deed of quantity, sale, and concession of same to said house, for the consideration aforesaid, dated the 22d January, 1811, was signed by the following chiefs of said nation, then and there held, to wit, (here the names of the chiefs;) and that the said deed was confirmed and acknowledged by the said chiefs before Don Vincente Folch, Governor, &c., to be their unanimous act and deed, &c. &c. Therefore, be it known to all whom it may concern, that we, the undersigned chiefs and principal men of the Lower Creek nation, in consequence of the powers conferred upon us by the aforesaid chiefs and principal men, and being met in congress in this place, have unanimously agreed, and by these presents do solemnly confirm, in all its parts, intent, and meaning, the said grant and cession of a piece of land, as aforesaid, agreeable to the annexed plat, the limits of which were designated, marked, blazed, and measured, in our presence, and in that of the following chiefs and principal head men of the aforementioned Lower Creek nation, who were present with us for that purpose, to wit, (here the names of 13 chiefs;) and, in order that the said grant and cession made by us to the said John Forbes & Co. may re-

main and be valid henceforth and for ever, we have this day given solemn possession of the same to William Hambly, agent of the said John Forbes & Co., who was deputed by them for that purpose; and, by these presents, we bind and oblige ourselves, and our posterity, to maintain and defend them in the quiet and peaceable possession of the same, against all persons whatsoever, henceforth and for ever.

In witness whereof, we have put our marks to the present with our own hands. Given at Prospect Bluff, Appalachicola, 22d April, 1811. (Here the names of the chiefs.) Signed and delivered in presence of Daniel Blue, William Hambly, Edward Doyle.

Seventh. Certificate of translation of the above into Spanish by Don Vincente Sebastian Pintado, at the instance of John Innerarity, to whom a copy was given. Pensacola, 22d of June, 1811.

Eighth. Act of ascertaining the boundary line. Whereas, at a congress of chiefs of the Lower Creek nations and Seminoles, held at Pensacola the 22d of January, 1811, the Governor of West Florida being present, it was unanimously agreed and resolved by said chiefs, in the name of their respective towns and nations, to cede a certain portion of the lands belonging to and possessed by the said nations to the house of John Forbes & Co. of Pensacola, in payment of the debts owing by the dealers and Indians of the said nations of Lower Creeks on the river Chatahoochie to the said house of John Forbes & Co., and their predecessors, Panton, Leslie, & Co., at their store at Pensacola, the limits of which, according to the instrument of writing which, on that occasion, was signed and granted to them by them to said house, were as follows: (here first designation of limits;) and whereas, on the same occasion, it was resolved and ordained by the said chiefs to order a deputation from their body to accompany the agents or attorneys of the said house, in order to run and mark the

boundary line of said land, and so to trace and ascertain it exactly, that, at all future times, there can be no doubt or dispute thereon; and whereas we, the undersigned chiefs of the said nations, were then named and deputed for the said purpose; now, therefore, be it known to all, that, having been summoned by the agents of said house, we have verified and marked the said boundary line throughout all its extent and directions, as follows: (here a minute detail of the limits:) and this line, so marked and here described, we declare, in the name of our nations and constituents, to be the true limits of the land ceded, in the aforementioned congress, to the house of John Forbes & Co., and consequently the boundary between our nations and the whites of these parts; as such, we order it to be by all our people held and respected henceforth and for ever. Given at St. Mark's of Appalachy, in presence of the commander of said post, Don Marcos de Villiers, and the undersigned assisting witnesses, 25th May 1811, (marks of six chiefs.) We, the undersigned, declare that though we were not present at the designation of the boundary line, we acknowledge and agree to the exactness of the same. In witness whereof, we hereby put our marks, in presence of the Commandant of this fort, the interpreters and assisting witnesses, dated as above, (marks of five chiefs.) Don Marcos de Villiers, Captain and Commandant and Subdelegate of royal finances of this fort. I certify, that, at a congress held this day, the chiefs and warriors there met signed the preceding act together with Felippe Prieto and William Hambly, who explained to the said chiefs the contents thereof, and the undersigned assisting witnesses. Appalachy, 25th May, 1811.

MARCOS DE VILLIERS,
FELIPPE PRIETO,
WILLIAM HAMBLY,
JOSE URCULLO,
LORENZO VITRIAN.

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Ninth, is a detailed account of the expenses incurred by the house of Forbes & Company, during the proceedings with the Seminole chiefs and Indians, as well at Pensacola as at Appalachicola, Appalachy fort, and other Indians towns, for the cession of two tracts of land for the payment of a sum of money which the latter owed, and of which a list is annexed. E. and O. E., total amount $3,492 06½. By power of attorney from John Forbes & Co.

JOHN INNERARITY.

Tenth. A petition from John Innerarity to Governor Folch, begging him, in consequence of every previous formality having been observed, for obtaining a cession of two pieces of land from the Lower Creek Indians, in payment of certain debts the latter owed the house of John Forbes & Co., to interpose his authority for the ratification of said cession &c. Pensacola, 7th June, 1811.

JOHN INNERARITY.

Eleventh. DECREE. Pensacola, 8th June, 1811. The petitioner's request granted, on condition that John Forbes & Co. do not dispose of nor aleniate the land in question without the express consent of this Government, and that the same be understood to be on the same footing with the cession for which a title was granted the 3d of December, 1806. FOLCH.

Twelfth. Certificate of Don Francisco Maximilian de San Maxent, Governor, &c., that the foregoing pieces are faithfully copied from the original proceedings, which exist in the office of the Secretary of this Government, of which an original title has been given to John Innerarity, as attorney for the house of John Forbes & Co. In witness whereof, the present is signed by me, sealed with my arms, and countersigned by the Secretary of this Government. Pensacola, 20th December, 1811.

FRANC. MAX. DE ST. MAXENT.

PABLO DE LARIN.

Thirteenth. The title of confirmation by Governor Folch. Don Vincente Folch, &c. Whereas John Innerarity, agent of the house of John Forbes & Co. (established in this province, with royal approbation, for trading with the Indians, since 1785,) presented me, on the 7th of this month, a petition, imparting that, in consequence of a congress of chiefs of the Lower Creek nations of rivers Flint and Chatahoochie, held in this place on the 22d of January last, presided by me, in order to agree upon the manner of satisfying said house for the sum of nineteen thousand three hundred and eighty-seven dollars, four and a half reals, owing it by the dealers and Indians of said villages, as appears by an account presented by said house, and which is ordered to be annexed to the proceedings; at which congress were present, Tuskanucky Hopoi, Coneta Mico, Coneta Tuskania, Hothlepoi Mico, Yaha Hadjoo, Mico Napa, Tuskanucky Chackuckany, Ufala Mico, Hopoi Mico, Tohalla Emathla, Efa Micu, Tuthea Tuskanucky, with James Durosseau, Interpreter of said Indians, and Manuel Gonzalez, Interpreter of the Government; and referring to resolutions passed in the month of April in the preceding year (1810) in the village of Tuskataloofa, they consented and agreed, as a compensation and payment of the aforementioned debt, to the cession and transfer of two pieces of land, contiguous and adjacent to that which in 1806, for a like reason, was ceded by the said chiefs to the house of Panton, Leslie, & Co., which present act of cession was drawn out in English language, because many of the said chiefs understood that language and signed by them, and by the interpreters, after having fully and circumstantially informed the said chiefs of the contents of the same, and then annexed to the proceedings, with its translation into Spanish, under Nos. 2 and 3 (3d and 4th of these articles;) and the said chiefs having assembled together in April last, at Prospect Bluff, on the Appalachicola,

for the ratifying said cession or transfer, they appointed deputies to assist at the running out and marking of the boundary line of said land, which they executed, signing another deed, which appears with its translation under No. 4 and 5, (No. 8 of these pieces,) in which are to be found the names of the following chiefs, (here follow the names of 15 chiefs,) and those of Daniel Blue, Deputy Surveyor, William Hambly, Interpreter, and Edmund Doyle, agent of the said John Forbes & Co.; and the said deed being legalised by the certificate of the Commandant of fort St. Mark's of Appalachy, Don Marcos de Villiers, before two assisting witnesses, the 25th May last, I ordered it, with its translation, to be also annexed to said proceedings, together with the act passed before the said Commandant of fort St. Marks, under No. 6, in which the deputation of chiefs composed of (here follow the names of 7 chiefs) declare fully to have assisted the surveyor, Daniel Blue, the Interpreter, William Hambly, and Edmund Doyle, agent of the said house, in running and marking the boundary lines of said land, in order to avoid all doubts or difficulties, and that in no future time there may be any whatever, they state, having begun at the mouth of the river Appalachicola, and following the line on the western margin, it ascends the lake Wemico three miles from its entrance, which spot is known by two cypresses marked with crosses, and thence through the hammock the distance of one chain south to a cypress marked; here it was found impracticable to trace the line further, on account of the bad way, but it should run south 72° west, a supposed distance of 1,280 chains, where a pine is marked; thence south 30 west 100 chains, to a pine marked with a cross on the margin of a reedy marsh; thence the line runs by water 1¼ miles south 12 west, to the extreme western point of St. Vincent's or Deer island, including the whole of the island; thence ascending the river Appalachicola, and beginning

the line at the boundary of the lands formerly ceded to the house of Panton, Leslie, & Co., and running the same up said river to the mouth of the creek Coosaplechachee, or Sweet Water; then following said creek to its source, where a hickory is marked with a cross; thence crossing the path by land N. 79 E., the line runs the distance of 27 chains 85 links to a pine marked with a cross; thence N. 58 E. 11 chains 47 links to a pine crossed; thence N. 65 E. 18 chains 58 links to another pine marked; thence N. 42 E. 26 chains 36 links to another pine marked; thence N. 75 E. 16 chains 9 links to another pine marked; thence N. 40 E. 22 chains 50 links to another pine marked with a cross; thence N. 65 chains 36 links to another pine marked; thence N. 24 E. 5 chains to another pine marked; thence N. 35 E. 24 chains to another pine marked; thence N. 82 E. 241 chains to another pine marked with a cross; here is the boundary line of the lands ceded to the house of Panton, Leslie, and Co., the line following which runs till it crosses the river Ocklockney, and again the distance of 5½ miles to a pine marked; thence S. 80 E. 32 chains to another pine with a cross; thence S. 78 E. 1,251 chains 51 links to an oak marked with a cross, on the west margin of river St. Mark's, a little above the spot where the same runs under ground; thence the line runs through the thicket in the neighborhood to where the said river appears again, and thence to its junction with the sea; and the chiefs (here follow 5 names) having ascertained the boundary lines, approved of and consented to it, although they were not assisting at running out and marking it, and signed it in the presence of the Commandant of fort St. Mark's. Witnesses and the interpreter appear at the end of the document No. 6; and the account having been presented of the expenses attending the proceedings instituted, which amounts to $3,492 6½ reals, I have ordered it to be annexed to the proceedings under No. 7.

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And I made a decree in consequence of the abovementioned petition to the following effect: "Granted, as the petitioner, on condition that the said John Forbes and Co. may not dispose of nor alienate the land in question without the express consent of this Government; and that its concession is to be understood to be on the same footing with that for which a title was given the 3d of December, 1806." In consequence of which, the said John Innerarity, as agent and attorney for the house of John Forbes and Co., concludes his said petition, begging me to interpose my authority in due form for the ratification of the said cession of two pieces of land, which is designated by the Surveyor General of this province, Don Vincente Sebastian Pintado, in the figured plot made out by him, and annexed to the original proceedings. Wherefore, making use of the faculties conferred on me by our Lord the King, and in his royal name, I confirm and ratify to the said John Forbes and Co. the cession of two pieces of land above designated, made by the nation of Seminole Indians and Lower Creeks, represented by its principal chiefs, leaders, and considerable men, amply empowered; and I give them power to enter into possession of the said land, according to the directions, dimensions, and distances contained in the figured plot and certificate of survey. The original documents of which, with a copy of said plot, shall remain in the office of the Secretary of this Government, the said survey or enregistering not only this title, but also that delivered in the year 1806, from the same motives, and that of the island ceded to John Forbes individually, in order that his archives may contain every thing concerning these concessions, and the motives from whence they originate; and I declare and impart to the said house of John Forbes and Co. entire and direct property, that as such they may the said land enjoy, possess, cultivate, sell, or alienate,

on the conditions expressed in my decree, inserted in this title. In witness whereof, I have ordered the present to be expedited, signed by my hand, sealed with my arms, and countersigned by the Secretary of this Government. Given in Pensacola, this 5th day of June, 1811.

VINCENTE FOLCH.

By order of his Excellency,

PABLO DE LARIN.

Fourteenth. The original document remains in the office of the Secretary of this Government, under my charge, relative to the cession which the preceding title confirms; and of the whole proceedings was made out a copy, with an authentic copy of said title, and the same delivered to the Surveyor General of this province, Don V. S. Pintado, to be deposited in his archives, and another was also delivered to John Innerarity, as attorney of the interested parties. Pensacola, 20th December, 1811.

PABLO DE LARIN.

Fifteenth. Ratification and confirmation of the two cessions of the Captain General of the island of Cuba, by his permission to alienate the same.

PETITION OF JOHN FORBES TO THE CAPTAIN GENERAL.

May it please your Excellency: John Forbes, a resident of this place, partner and director of the house of Forbes and Co., established in the two Floridas by royal permission, respectfully represents to your Excellency, that the said house possesses in full property the lands which were occupied by, and which belonged to, the Seminole Indians, situated in the district of Appalachy and Appalachicola, and which were sold and ceded by the chiefs and

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principal men of that tribe, in just payment of the debts which these had contracted, and the robberies they had committed on the stores belonging to his house, established in the neighborhood of St. Mark's, for which requisition or transfer of property it obtained the competent permission of Don Vincente Folch y Juan, who was then political and military Governor of West Florida, as is proved by the decree issued at Pensacola, the 7th of January, 1804, and the title of confirmation, delivered at Mobile, 3d of December, 1806, without other restriction than that of not being able to sell or dispose of said lands without the knowledge and consent of the Government, as your Excellency will more fully see in the documents annexed. Particularly, the Indians, Lower Creeks and Seminoles, in consideration of the important services and particular attention with which the house of the petitioner treated them from the year 1785, at which period it began its establishment under the firm of Panton, Leslie, and Co., transmitted to it by similar deeds, requisites, and formalities to the preceding, the island belonging to them, about seven miles in length, and one or more in breadth, situated on the river Appalachicola, opposite the store or factory which then and there existed; as also two pieces of land adjoining the abovementioned, bounded on one side by the Appalachicola, and then by the lands already ceded, including the islands as far as a creek called Sweet Water creek, agreeable to the plats, which, in order to give the said house full, ample, and royal possession of all of said lands, was drawn out by the Surveyor General of his Majesty for said province; and being determined to alienate the greater part of the same in favor of Don Colin Mitchell, a citizen and merchant of this city, it not being in the power of the petitioner to cultivate them himself, and by so doing obviating the necessity of there existing waste

lands of no account to the royal treasury or the public benefit, he solicits your Excellency, as Captain General of the two Floridas, and entrusted with the high powers of your station, to permit him to alienate the said lands upon the terms he has agreed upon with the said Colin Mitchell, and that he may agree upon hereafter with other person or persons. Havana, 9th October, 1817.

JOHN FORBES.

Havana, 9th October 1817. This petition to be shown to the Assessor General, that he may advise me.

CIENFUEGOS.

OPINION OF THE ASSESSOR GENERAL.

May it please your Excellency: The lands which were occupied by the Indians of the Seminole tribe, lying in the district of Appalachy and Appalachicola, and the island belonging to the Lower Creeks and Seminoles, about seven miles long, and more than a mile in width, together with two pieces of neighboring land, having been transmitted, as they actually and lawfully are, in full property, to a *titulo oneroso* to the house of John Forbes and Co., established in the Floridas by royal permission, for which acquisition a competent permission was given by Don Vincente Folch y Juan, who was then political and military Governor of West Florida, and who delivered subsequently titles of confirmation in favor of the purchasers. There is no obstacle to your Excellency's making use of the powers entrusted to you, and permitting the alienations proposed; among which is designated Don Colin Mitchell, merchant of this city, a person uniting all the qualities necessary for obtaining them, in the instruments of transfer of property having to be inserted copies of said titles of confirmation,

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and the present opinion of your Excellency should be of the same sentiment. Havana, 13th October, 1817.

LEONARDE DE MONTE.

DECREE.

Havana, 13th October, 1817. Agreeable to the preceding opinion of the Assessor General, I permit the alienation of the lands solicited by John Forbes and Co., in which Don Colin Mitchell is designated as having the greater part, drawing out the writings and insertions mentioned in the said opinion.

CIENFUEGOS.

The preceding is conformable with the originals, which remain in the corresponding office; and agreeable to the competent orders, I have given the present. Havana, 26th March, 1819.

MIGUEL MENDEZ.

We certify, that, Miguel Mendez, by whom the preceding copy is signed and parafed, is first Escribano of the Government and Council, and that full faith and confidence is given and due to his signature. In witness whereof, we have given the present, sealed with the seal of our royal college.

JOSE DE JALINA,
JUAN MARTINEZ,
CAYETANO PONTERO.

THE TERRITORY OF FLORIDA, SCT.

Land Commissioners' Office.

I, Morrison Hunter, Secretary to the Board of Land Commissioners for ascertaining claims and titles to land within West Florida, do certify, that the foregoing eleven sheets is a correct copy of an abstracted translation of all the papers re-

lating to several cessions made to the houses of Panton, Leslie, & Co., and John Forbes & Co., by the Lower Creek and Seminole Indians; which papers are deposited and of record in this office. Given under my hand and private seal, at Pensacola, the 9th of January, 1824.

M. HUNTER. [SEAL.]

EXHIBIT No. 1, A. LEG'O K.—TRANSLATION.

Year of 1806. Documentary evidence of what has been done by Don James Innerarity and Don John Forbes, as attorneys of the house of Panton, Leslie, & Co., about the cession of lands which the Lower Creeks and Seminole Indians made to the said house, between the Appalachicola and Appalachie rivers, in compensation of the debts which the said Indians had contracted with them, in order to obtain a formal title confirming their property in said land.

No. 1.—TRANSLATION.

NEW ORLEANS, 21*st February*, 1799.

MY DEAR SIR: I acknowledge the receipt of your letter of the 16th instant, in which you represent to me the great losses which your house has sustained, and the large debts, which are yet unsettled, which it has due by the Tallapoose nation, as likewise the improbability of recovering them, unless some extraordinary means should be used—the most probable of them being, to buy from said Indians certain lands, situated within the limits of the United States. This being an operation of political importance, you wish to know of me if it will or will not have any influence on the views of this Government. My residence in this province for more than ten years, together with the full knowledge which I have of

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all the public acts, have afforded me many occasions to know the honorable mode of proceeding by your house, and the repeated sacrifices which it has made, and is again ready to make, whenever the interests of his Catholic Majesty shall exact it. My predecessors, pursuaded of this truth, have represented it to the court, and obtained for you several commercial privileges, which might have been beneficial to your house; but the vicissitudes of the times have presented new difficulties, which require greater indulgence from his Majesty, which will probably be obtained when the important affairs of the nation shall have ceased to absorb all the attention of the ministry: in the mean time, I have employed all my efforts in aiding and favoring the operations of your house in Pensacola and Mobile. With these dispositions, confiding in the honor of your house, and persuaded that it would never undertake any thing which would be directly or indirectly injurious to the interests of my royal master, I have no objection to any purchase which your house or its traders in its name or for its profit, may make in the Tallapoose nation, to the north of the line between his Catholic Majesty and the United States. Considering, as I must, that this is the only way, and without any other view than that of selling them as usual, to recover considerable capital, which would otherwise be lost in the nation, and which would increase your difficulties. When you shall have concluded this purchase in form, you will be pleased to inform me of the situation of the lands, and of their extent. Remain well assured that it will be my greatest satisfaction to contribute to any thing interesting to your house. I remain, with the greatest personal consideration, my dear sir, your humble and obedient servant.

MANUEL GAYOSO DE LEMOS.

To Don John Forbes.

The translation contained in this sheet is of the original letter, noted and rubricated by me, in which having compared and corrected it according to the verbal order of the Governor of this province; in faith of which I sign it as public interpreter. Pensacola, 20th November, 1806.

ANDREW FERNANDEZ.
Public Interpreter.

MY DEAR SIR: I received your favor of the 19th ultimo, apprising me that the Seminole tribe was decided to offer you lands on the river Appalachicola, in consequence of that which they had before offered not suiting you, which results I await. I am sorry for the bad health of William Panton, and I would be very glad if he can recover it by his trip to the Havana. I send for him the necessary passport, under the hand of this Commandant, with the official recommendation to the Captain General, accompanying these with two confidential letters; one for my brother, Don Nicholas, who will introduce him to the Count of Casa Bayona, to whose oldest son I have married one of my daughters, and likewise to the Count of Jaruco, Inspector General of the island; likewise Mr. Panton will deliver to the Captain General, in his own hand, the other letter, which I enclose for that purpose. I do not know how to account for the failure of the order of the Intendancy for the repayment of the 16,000 dollars, about which I have written an official letter, showing the irreparable injuries which must follow, as well to the royal treasury as to you, if this affair is not terminated with the promptness which justice requires, and I have no doubt that it will be concluded. God preserve you many years. New Orleans, 4th February, 1801. Your most obedient servant, &c.

MARQUIS OF CASA CALVO.

To Don JOHN FORBES.

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To the Governor General: Don James Innerarity, inhabitant of this place, and attorney of the house of Panton, Leslie, & Co., established in it, respectfully sets forth, that, in consequence of offers made in the general congress of the Indians, in the month of June last, by several chiefs of the Seminole tribes, to Don John Forbes, principal partner and director of the house, to cede a part of the lands which the said Indians occupy in the district of Appalachie and Appalachicola, in payment of the debts which they have contracted with, and the robberies which they have committed upon the stores of the said house, in the vicinity of St. Mark's, he has now the intention of sending an agent of the house on a visit to the said tribe, to try and bring to effect the cession of a portion of lands equivalent to the aforesaid object. If this object is accomplished, the results will be beneficial to the house, by the recovery of the debts which for so long a time have been due them by these said Indians, and likewise to the colony in general, by putting into the hands of industrious people, whose interest it will be to improve it, a district of land able to support with provisions all the troops of his Majesty in this province; for whose subsistence, at present, as well as for that of the inhabitants of Pensacola and Mobile, recourse is had to the territories of the United States, for want of cultivable land in the colony, almost all the good land belonging to the Indians. Wherefore, the petitioner supplicates your lordship to take into consideration what has been exposed, and, if he finds it right, to give permission to commence a negotiation in this affair with the Indians, as likewise, once the cession effected, to confirm and ensure to the house the possession of the land ceded, in order that it may dispose of it at its pleasure; which grace he hopes to obtain of the well known justice of your lordship. Pensacola, 5th of January, 1804.

15 JAMES INNERARITY.

Pensacola, 7th of January, 1804. As he asks, with understanding that the supplicants shall not dispose of the lands they may obtain of the Indians without giving notice to, and the knowledge of this Government.

FOLCH.

(There follows a document in English.)

Don Vincente Folch y Juan, Colonel of the royal armies, civil and military Governor of West Florida, Inspector of its militia, Royal Vice Patron, Subdelegate Judge of the general superintendency of mails, &c.

I certify that the above signed chiefs of the Seminole nation appeared before me on the 20th of June of this year, and, having shaken hands with me in token of friendship, told me, among other things, that one of their reasons for coming here was, to declare to me that they had ceded to the house of Panton, Leslie, and Company, in consequence of the large debts which they had contracted in their store-house, lately established in Appalachie, and of the robberies which they had committed there, a tract of land, whose limits are designated in the foregoing act of cession and sale; that they had made this with the knowledge of their nation, and that they had signed it in its name, and that they now declared it to me; and in order to show it, I give the present, under my hand and seal, and countersigned by the underwritten Secretary of this Government. Pensacola, 22d of June, 1804.

VINCENTE FOLCH.

By order of his Lordship,

FRANCISCO MOREGON.

(There follows a document in the English language.)

Don Vincente Folch y Juan, &c. I certify, that, in a great assembly of the principal chiefs of the Talapoose and Seminole Indian nations, held in this place on the 3d of

December of this year, being chief speaker of the assembly the peaceable king Itopoithlemico, he declared to me this, that, with the general consent of their nations, they had confirmed the cession of lands made in the month of May last to the house of Panton, Leslie, and Company, whose limits they had designated with more precision than before, and are those expressed in the foregoing confirmatory act; that they had done this in payment of the robberies they had committed, and debts which they had contracted in their store of St. Mark's de Appalachie, and that they had put in possession of the land James Innerarity, in the name of the said house of Panton, Leslie, and Company, to whom they had ceded for ever all the rights which they formerly had in it, according to the tenor of the foregoing act, which they had signed in Achachweithle, on the 22d of August, 1804. And in order to show it wherever required, I give the present under my hand and seal, and countersigned by the underwritten Secretary of this Government general in Pensacola, the 5th of December, 1804.

VINCENTE FOLCH.

By order of his Lordship,

FRANCISCO MOREGON.

TRANSLATION.

Know all men by these presents, that we, the undersigned chiefs of the Seminole tribe, in council assembled, having maturely considered the enormous debts which we owe to the house of Panton, Leslie, and Company, lately existing in Appalachie, for goods and merchandise supplied and sold to ourselves and to our people; considering, also, the robberies and depredations which on two occasions we have committed on the store of the said house in Appalachie, being headed by

William August Bowles, and having committed the first of said robberies in the month of January, 1792, and the second in May, 1800; considering, we repeat, that, in order to satisfy the said debts which we owe, and to remunerate the damages done to the said house, which resulted in its severe injury; and that neither we or our people have money nor means to pay and indemnify the said house, unless by ceding to the said house of Panton, Leslie, and Company, a portion of the lands which we occupy; we have determined, and by the present do determine to make donation, sell, and cede, to the said Panton, Leslie, and Company, by way of compensation, and to indemnify them for the injuries and for the debts we owe them, a district of land of which we are the actual masters and owners, and contained within the following limits, to wit: Within a line which begins at the river Appalachicola, ascending said river, and comprehending all the islands in it, until reaching within a mile of the town called Yawollee; thence running in a straight line until striking the Ocklockney at the ford called Burgessford; thence running in a straight line until within two miles of the upper source ("maniental") of the river Wachulla; and thence round the said "maniental" (source) to the same distance, and on the other or eastern shore, down the said Wachulla, keeping always at the same distance of two miles from it, until coming opposite to the place where formerly stood the aforesaid store of Panton, Leslie, and Company; thence running directly for said river, and down it to the sea; thence with the beach, and outside of all the islands laying within four leagues of it, until uniting at the aforesaid mouth of the river Appalachicola; and by the present we do cede, give, sell, and transfer, to the said Panton, Leslie, and Company, their heirs, executors, administrators, and assigns, in our own name, and in that of all our people,

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the said district of land, contained in the aforesaid limits, for them, their heirs, executors, administrators, and assigns, to have and possess in full right and entire property: and we, the underwritten chiefs, in our own name, and in that of our people of the said Seminole nation, in our own name, and in that of our descendants, do renounce and abandon all and whatever right we, until now, held and possessed in the said district of lands, to the said Panton, Leslie, and Company, their heirs, executors, administrators, and assigns; and we shall defend and maintain the said Panton, Leslie, and Company, their heirs, executors, administrators, and assigns, in the full and complete dominion and possession of the said district of land, contained within the said limits, actually by us ceded, given, granted, sold, and transferred, against all and any person or persons whatever, henceforward and for ever.

In faith of which, we have signed the present in the town of Chickatalofa, on the 25th of May, 1804.

Tahulla Emathly, William Perryman, Tasikayo Mico, Tustenugy Chussco, Hopaok Mico, Cosa Mico, Thomas Perryman, Totka Tasmuge, Hopay Hacho, Pawas Mico, John Meally, Chaco Tustenuggy, Okelio Eniha, Pawas Hacho, Yniha Mico, Musquito Jack, James Perryman, Ifa Tustenuggy, Talasa Emathla, Tustenugy Mico, Yahulla Mico, Ufale Tustenugy Mico, Efau Tuskeniha, Hunechee.

Signed, sealed, and delivered, in presence of

WILLIAM HAMBLY,

Interpreter.

TRANSLATION.

Whereas, in a council of the chiefs and head men of the Seminole tribe of Indians at Chickatalofa, the 25th of May, 1804, the said chiefs and principal men assembled agreed to cede to the house of Panton, Leslie, and Company, merchants

established in West Florida, by way of payment and compensation for the robberies committed, and debts contracted, by them, the said Seminoles, in the stores which the said Panton, Leslie, and Company, had established in Appalachie, an extension of lands marked as follows, to wit: From the mouth of the river Appalachicola, ascending said river, including the islands in it, until within an English mile of the Indian town of Yawallee; thence on the eastern shore of said river, by a straight line drawn to the Ocklockney, at the place where the trail of Burgess crosses; thence in a straight line to within two miles of the upper source of the Wachulla river; thence behind the said head or source, at the same distance from it; and thence down the said river on the eastern bank, keeping always at the same distance from it, until coming opposite the place where the old magazines of Panton, Leslie, and Company, formerly stood; thence in a straight line to the Wachulla river; thence down the said river to the sea; thence following the coast, including all the islands within the distance of four leagues from it, until again reaching the mouth of the said river Appalachicola.

And whereas an instrument of conveyance and sale of the aforesaid extent of land to the said Panton, Leslie, and Company, by way of compensation as above expressed, under date of the 25th of May, 1804, was signed by the underwritten chiefs and head men of the Seminole Indian nation, then and there assembled, to wit: by Thos. Perryman, alias Opoio Mico, Toska Tustenagy, Hopay Hacho, Pawas Mico, John Meally, Yahulla Emathla, William Perryman, Tasikaya Mico, Tustenagy Chapco, Hopayo Mico, Cosa Mico, Cacho Tustenagy, Okelis Eneha, Pawas Hacho, Ynia Mico, Musquito Jack, James Perryman, Yfa Tustenagy, Talasa Emathla, Tustenagy Mico, Ufale Tustenugy, Yahulla Mico, Efau Tuskeniha, and Hulleechee. And whereas the said instrument

was ratified on the 20th of June of the said year, and acknowledged by the said chiefs and headmen, before Don Vincente Folch, the Governor General of the province of West Florida, to be their unanimous and spontaneous act; and that they, in virtue of it, as well for themselves, and for the Seminole nation, which they represent, as for their descendants, entirely renounced, in favor of the said Panton, Leslie, & Co., in consideration of the said motives, all their rights and pretensions to the said extension of land, to be held by these, their heirs, executors, administrators, and assigns, and alienate it as their own property, and in the forms they should think most proper. And whereas James Innerarity, one of the partners of the said house of Panton, Leslie, & Co., generally residing in Pensacola, did personally come, in virtue of this aforesaid cession and donation, to this place, in the name of, and representing the said house, to take possession of the said lands; and in order to do it with more notoriety and solemnity, and that the said concession be more amply confirmed, and finally relieved of all altercation or dispute, he has convocated in council the chiefs of the Lower Creek and Seminole Indian nations, to meet him in this place for the aforesaid objects. Now know all whom it may concern, that we, the underwritten chiefs and head men of the Lower Creek and Seminole nations, finding ourselves accordingly united in full council in this place, have unanimously agreed, and by this deed do solemnly confirm, to all intents and purposes, and in all its parts, the aforesaid donation and cession of the aforesaid extension of land, with only this difference, that the northern line, in place of running, as before expressed, from the eastern bank of the Appalachicola, a mile below Yawallee, to the Ocklockney at the trail of Burgess, as has been said above, shall now run from the eastern bank of said river, five miles above the Estefanulgee

bluff, in a straight line to the Weithlacoochee or Little river, where it is crossed by the trail of Thompson; thence following the said trail to where it crosses the Ocklockney river; thence in a straight line to the head of the Wachulla, stopping at a mile from it; and thence following down the current of the said river until reaching a mile below the plantation of William Kennaird; and thence to the said river, and down its channel, to the sea. And in order that the cession and donation aforesaid, made by us to the said Panton, Leslie, & Co., be and remain valid henceforward and for ever, we have on this date solemnly ceded and granted possession of it to Don James Innerarity, sent for this object; and we pledge and obligate ourselves, and our descendants, to maintain and defend him and them in full and peaceful possession of said land, against all persons whatever, henceforward and for ever. In faith of which, we have here set our marks, at the bluff of Chackweithle, on the Appalachicola river, on the 22d of August, 1804.

Hopay Hacho, of Totolose Talofa, Great Speaker of the Seminoles; Hothlepoio Tustenaque, of Totolose Talofa; Hopay Mico, of Ockmulgeechee; Tustenaque Mico, of the same; Keeweeha Thlucco, of Cheeyha; Emathla Huco, of the same; Mico Napamico, of Cusita; Yahalla Emathla, of Chickatalofa; Tasskaga Mico, of Osootchie; Uchee Tustenaque, of Uchee; Yahulla Mico, of Ufalees; Albania Tustenaque, of Ufalees; Tasikaye Hadjo, of Ocheesee; Niha Mico, of Achinalga; Tustenaque Hadjo, Tochtowheithle; Ninnywaygeechee, of the same; Tustenaque, of Palachucklin; Yahulla Emathla or John Meally, of Ocheesee; Hopay Hadjo, for Copixty Mico, of Micosuki; Tustenaque Hopay or Little Prince, of Cowetas; Neeha Hodgee, of the same; Coweta Tustenaque, of the same; Ocheesee Mico,

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of Yawollee; Hopayok Hadjo, of Yawallee; Mico Tecocksey or Hata Mico; Hopayok Mico, of Tawassee; Tota Tustenaque, of Wifalutka; Efau Tustenaque, of Micosuki, for Hopay Hadjo; Pawas Mico, of Ocotekoney; Tasikaya Mico, of the same; Tustenaque Chapco, of Tomathly; Hallweeche, King of Tomathla; Tuskeniha, Lieutenant of Chatoackcheefalee, sent by the peaceful King in his place.

The foregoing names were signed and given to-day, the 22d of August, 1804, in presence of

WILLIAM HAMBLY.
THOMAS MILLER,
Interpreter.

The translation of the six preceding sheets is that of two original deeds, which are noted and rubricated by me, and which I have compared and corrected in consequence of a verbal order of the Governor of this province. In faith of which, I sign it as public Interpreter, in Pensacola, the 20th November, 1806.

ANDREW FERNANDEZ,
Public Interpreter.

A statement of the losses sustained by the robberies of the Indians in Appalachie, on the 16th of January, 1792, to wit: (Here follows an enumeration of articles lost and destroyed, amounting to £2,681 1*s.*)

We do certify that the preceding account is a true statement of the losses sustained by Panton, Leslie, & Co., by the robber Bowles and his banditti. Appalachie, 4th of June, 1792.

ROBERT LESLIE.
EDWARD FORRESTER.
JOHN INNERARITY.

Pensacola, West Florida, on the 2d day of June, in the year of our Lord 1799, before me, Vincente Folch y Juan, Lieutenant Colonel of the Royal Armies, Civil and Military Governor of this place and its jurisdiction, and Subdelegate of the Intendancy General of this province, and before two assisting witnesses, for want of public notary, appeared William Panton, merchant and partner of the house of Panton, Leslie, & Co., who, being duly sworn, according to the religion he professes, by putting his right hand on the Holy Gospels, declared and said that the preceding is a true and just statement of the loss sustained by him and his then partners, John Leslie and Thomas Forbes, from a party of Indian robbers, at whose head was the notorious William August Bowles, and a number of the chiefs of the Coweta towns, Broken Arrow, Hichitas, Lower Ufalees, Chehaws, and inhabitants of the point called Onsachees; which robbery was committed on or about the 16th day of January, 1792. And the deponent further saith, that the above statement was made by the cashiers residing at the place, and who were in Appalachie when the robbery was done; and that it was certified and signed by them as above, before him, the 24th of June, 1792. And he further says, that the sum of 2,681 pounds 1 shilling (sterling) was actually lost by him and his said partners, through the aforesaid robbery; and that no part of it has since been recovered.

WILLIAM PANTON.

VINCENTE FOLCH.

Witnesses, MATTIA CERVERA,

PHILIP PRIETO.

The translation of these two sheets is of the foregoing statement, noted and rubricated by me, which I have compared and corrected according to the verbal order of the Governor Gene-

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ral of this province. In faith of which, I sign it as public interpreter, in Pensacola, 20th November, 1806.

ANDREA FERNANDEZ,
Public Interpreter.

(There follows here a document in the English language.)

A statement of the loss sustained from the robbery committed on the store of Appalachie, in May, 1800, by the Indians under the command of Bowles. (Here follows a detailed account of loss sustained, to the value of $16,054 3 reals.)

Pensacola, West Florida, this day, 25th of August, in the year of our Lord 1802, before me, Vincente Folch y Juan, Lieutenant Colonel of the Royal Armies, Civil and Military Governor of this place and jurisdiction, and Subdelegate of the Intendancy General of this province, and before two witnesses assisting, for want of a public notary, personally appeared John Forbes, partner of the house of Panton, Leslie, & Co., and James Innerarity, cashier of the said house, who, being duly sworn according to the religion they profess, by putting their right hands upon the Holy Gospels, declared and said that the foregoing is a true and just statement of the loss sustained by the said house of Panton, Leslie, & Co., by a robbery committed on their stores in the months of April and May, 1800, by a party of Indian robbers, at whose head was the notorious William August Bowles, and a number of the chiefs of the Ockfuskies, Otassies, Cowetas, Cusitas, Chehaws, Tallassees, Eauchuchees, and Miscosukies; and that no part of the said loss has been since recovered.

JOHN FORBES.
JAMES INNERARITY.
VINCENTE FOLCH.

Witnesses, FRANCISCO MOREGON,
ESTEREN FOLCH.

The translation of this sheet is that of the original statement preceding, noted and rubricated by me, which I have compared and corrected according to a verbal order of the Governor of this province. In faith of which, I sign it as public interpreter, in Pensacola, the 20th of November, 1806.

ANDREA FERNANDEZ,

Public Interpreter.

Note showing the debts due by the traders and factors of the Seminole Indians to the store of Panton, Leslie, & Co., established in Appalachie, to the end of the year 1800, exclusive of interest. (Here follows a detailed account of debts due to the said firm by various individuals, amounting to $19,157 dollars and one real.)

Relation of the expenses occasioned to the said house of Panton, Leslie, & Co., during the treaty held with the Seminole Indians, as well in this place as in the store-house of Appalachie, for the concession and sale of a tract of land in payment of the robberies committed on their stores by the said Indians, and the other things already mentioned. (Here follows an account to the amount of 2,136 dollars four reals and three quarters.)

Recapitulation of the losses sustained by the house of Panton, Leslie, & Co., by the robberies which, through the influence of the adventurer Bowles, were committed by the Seminole Indians on their store in Appalachie, and the sums which, by the said Indians, were due to the said store, for the payment of which (for want of other means) the said Seminole Indians did, with the intervention of the Government, sell a portion of their lands situated on the Appalachicola and Wachulla rivers to the said house of Panton, Leslie, & Co. (This recapitulation includes losses, &c., amounting to the sum of 66,533 dollars. Pensacola, 3d of October, 1806.

PANTON, LESLIE, & CO.

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Whereas, in a council of the chiefs and warriors of this Seminole nation, held in the town of Chickatalofa on the 25th of May, 1804, it was unanimously agreed and resolved by the said chiefs and warriors to cede a certain portion of the lands belonging to and possessed by the said nation to the house of Panton, Leslie, & Co., in payment of the debts which they owe, and the robberies which they committed on the store formerly established by said house in the neighborhood of St. Mark's de Appalachie, whose limits are detailed in the instrument of writing which on the said occasion they signed and granted to the said house: And whereas, at a great council of the king, chiefs, and warriors of the Seminole and Lower Creek nations, held in Chackwheithle, on the Appalachicola river, on the 22d of August, 1804, the aforesaid cession of land was resolved upon, decreed, and approved, and its possession granted, in the name of the aforesaid nations, to Don James Innerarity, partner of the said house, with only a few variations and restrictions in the limits on the north and east side, which are likewise detailed, according to the best information of the said lands which they did then possess, in the instrument which on the said occasion they signed and gave to the said James Innerarity: And whereas, in a great council of the said nations, held in Pensacola on the 3d of December, 1804, the said cession was, in presence of the Governor General of the province of West Florida, Don Vincente Folch y Juan, solemnly confirmed by the great concourse of kings, chiefs, and warriors, there present: And whereas it was then resolved to send a certain number of chiefs with the said James Innerarity or his attorney, when it should be convenient, in order better to ascertain and mark the boundary line of said cession in such way that it can be visible and known by all: Now, know all men, that we, the undersigned kings, chiefs,

and warriors, appointed by the aforesaid nations and our own town, have, at the request of James Innerarity, accompanied him upon the said line, which we have well explored and ascertained, according to the orders given in the aforesaid councils of Chackaweithle and Pensacola, and that we have marked it in such a visible manner that it can easily be known by all, and is as follows: Leaving the river Appalachicola 5 miles above Estefanulgee, it runs through the swamp of said river and the adjacent pine barrens, E. and E. S E. above three miles, where it strikes the main road from Estefanulgee to the nation; then following that road, whose course is N. and N. N. E. for about 11½ or 12 miles to where the Micosuki road to Estefanulgee turns off; thence following the said Micosuki road in a course E. and N. E. by E. about 2½ miles, to another ravine; thence following the same road, its course being N. E. and E. about a mile, where it unites with the road from Ocheesee, or that of John Meally, to Appalachie; thence it pursues a S. E. course for about ¾ of a mile, to the river Taloogee; thence following the said road an east course about 4¾ miles, where the road of Meally to Appalachie forks; thence it follows the road of Micosuki, (which can be more properly called the road from Ocheesee to Anacheela,) an east by north course, for about a mile and a quarter, to a point of hammock; thence it follows the same road, its course being N. E. and E. N. E. about a mile and a half, to 4 pines marked with crosses; leaving there the road, it runs through the woods, crossing two ravines, in a course N. E. by E. one mile and 36 chains, to where it strikes a road which goes from Anacheela to the south; crossing this road, for 58 chains, it pursues the same course through the woods, and crosses another ravine, where it strikes a road going from Anacheela to Micosuki, at a mile measured from Anacheela; thence following that road its

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course E. by S. and E. S. E. for about a mile and a half, to a ravine; thence following the said road, whose courses vary between S. E. and N. E. about 3 miles, where a road forks and goes south; leaving the last road, and pursuing the same on which it came, the line pursues its course E. and E. N. E. for a mile and a half, to a ravine; and thence following the same road, its course N. E. and E. by N. for about a mile, where it unites with the road of Thompson, which comes from the N. W.; thence following the said road, which henceforward is called Thompson's road, S. E. by S. for about a mile and a quarter, to Little river; thence following the said road N. E. by E., E. N. E., and E. about a mile, where the road to Micosuki forks; thence pursuing the road of Thompson S. E. by E. for about a third of a mile, to a ravine; thence it follows the same road between S. E. and E. N. E. for about 2½ miles, to another ravine; crossing which, it follows the said road its course south for a mile and a half, to the river Ocklockney; thence pursuing the said road different courses between S. and E. about 18 miles, to a point of hammock on the Wachulla river, where two pines are marked with two crosses, at the distance of one mile from the house of John Kennaird; thence crossing the woods and a ravine, it runs S. by E. seventy-four chains; thence S. S. E. to a pine marked with a cross, 16 chains; thence E. S. E. 64 chains; and thence E. N. E. 96 chains, to the road from the house of Kennaird to St. Mark's; thence it runs, crossing that road, 46 chains N. N. E. to the river Wachulla, the channel of which forms from there to the sea its limit to the west, as the principal channel of the Appalachicola river, from its mouth to 5 miles above Estefanulgee, forms, with a part of the aforesaid line, its boundary to the east, and the high water mark outside of all the islands upon the shore forms its limit to the south; in all its course by land, except in a place of about a third of

a mile adjacent to the woods of the Appalachicola, which, on account of being a very thick hammock, full of water and mud, was impracticable, the line is very plain, all the trees being blazed. And this line, here marked and described, we do declare, in the name of our nations, to be the true boundary of the lands ceded in the aforesaid councils to the house of Panton Leslie, &, Co. and, consequently, the limit between our nation and the whites in those parts. We order that as such it shall be held and respected by all of us, henceforward and for ever. Given in St. Mark's de Appalachie, in presence of the Commandant of said post, Don Ignacio Balderos, and the undersigned witnesses, the 2d of August, 1806.

Hopoio Hadjo, great orator of the Seminoles, his x mark.
Hopoio Mico, of Ockmulgeechee, his x mark.
Totka Tustenaque, of Achinalga, his x mark.
Ninnyomah Tustenogy, of Tochtoweithleconchee, his x mark.
Tastanak Hadjo, of Chickasahatch Talafa, his x mark.
Tastanak Chapco, of Eumisse, his x mark.
Yaulla Emathla, of Chickatalofa, his x mark.
Yahulla Emathla Chapco, or John Meally, of Ocheesee, his x mark.
Ninnyomahta Emathla, of Totologe Talafa, his x mark.
Pawas Yahola, of Ockmulgee, his x mark.
Yfau Mico, of Thamathle.

Don Ignacio Balderos, Captain of the regiment of infantry of Louisiana, Commandant and Subdelegate of the royal finances in this fort. I certify, that, in the council held this day, the chiefs and warriors assembled in it signed in my presence, as, also, John Miller and John Sandoval, by

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whom its contents were interpreted to them, and the underwritten witnesses assisting likewise. Appalachie, 2d of August, 1806.

IGNACIO BALDERAS.
THOMAS MILLER,
ANTHONY SANDOVAL, his x mark.
Interpreters.

Witnesses, PHILIPO PRIETO,
DIEGO BARRIOS,
LORENZO VITRIANO.

We, the undersigned, do say, that, although we have not been present at the demarcation of this boundary, we know and agree as to is justice, and approve of it, and so we do sign, the day ot the date, in presence of the Commandant of this fort and of the assisting witnesses.

COPIXTY MICO, of Micosuki, his x mark.
CHOCOLATE TUSTANNUKEE,
First Warrior of Micosuki.
COCHA TUSTANNAGUE, of the same.
TUSKONIHA, of Micosuki, his x mark.

Don Ignacio Balderas, Captain of the regiment of infantry of Louisiana, Commandant and Subdelegate of the royal finances in this fort. I do certify, that the four preceding signatures of the king of Micosuki and his warriors are the same made in my presence and in that of the assisting witnesses. Appalachie, 2d of August, 1806.

IGNACIO BALDERAS.

DIEGO DE BARRIOS.

To the Governor General: John Forbes, inhabitant and merchant of this province, and directing partner of the house of Panton, Leslie, and Co., established by royal permission in

the two Floridas, to carry on the Indian trade, respectfully before your lordship appears, and says, that, in consequence of a decree of your lordship of the 7th of January, 1804, given at the instance of the general attorney of the said company, James Innerarity, the cession of land offered to my house by the Seminole Indians was carried into effect, having concluded the last formality by the demarcation of limits, in presence of, and to the full satisfaction of the deputies appointed by the nation, on the conditions shown by the verbal process made in the last council, at which Don Ignacio Balderas, Commandant of St. Mark's de Appalachie, presided, and according to the annexed figurative plat, which has been attached to the record of the matter. In virtue of which, I pray your lordship to be pleased, in consequence of what has been done, if he find said documents to be just and in good order, to interpose his authority in due form, in order to ratify said cession, and using of the authority which the king has vested in him, to put me in possession of the said land, in his royal name, with the condition expressed in the said decree of the 7th of January, depositing the original record in the archives of the general Government of this province, and giving me a summary abstract of the documents composing it, in order to serve me at all times as a formal title, which I shall consider as a favor and grace. Mobile, 28th of November, 1806.

JOHN FORBES.

DECREE.

Mobile, 28th of November, 1806. As he asks.

FOLCH.

Don Francisco Maximilian of St. Maxent, Colonel of infantry, Lieutenant Colonel and Commandant of the regiment of infantry of Louisiana, provisory, civil, and military Governor of this province, &c. I do certify that the forego-

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ing documentary evidence is agreeable to the original record of what has been done by Don James Innerarity and Don John Forbes, partners of the house of Messrs. Panton, Leslie, & Co., in order to obtain a confirmation of the cession of land which the Creek and Seminole Indians made to them between the Appalachicola and Appalachie rivers, in compensation of the debts they had contracted with said house. In faith of which, I give the present under my hand and seal, and countersigned by the underwritten Secretary of this Government. Pensacola, 20th of December, 1811.

FRANCISCO M. DE ST. MAXENT.

PABLO DE LARIN.

YEAR OF 1806.

Evidence of the title of confirmation to the lands ceded by the Lower Creeks and Seminole Indians to the house of Panton, Leslie, & Co., between the rivers Appalachicola and Appalachie, in the said year.

No. 2. Don Vincente Folch y Juan, Colonel of the royal armies, civil and military Governor of West Florida, Inspector of its veteran troops and militia, Vice Patron Royal, Subdelegate Judge of this superintendency, General of Mails, &c. Whereas Don James Innerarity, attorney of the house of Panton, Leslie, & Co., established in this province, since the year 1785, with royal approbation, for conducting the Indian trade, presented to me in an instance of the 5th of January, 1804, stating that, in consequence of the offers made in the general council of the Indians, held in the nation in June, 1803, by various chiefs of the Seminole tribe, to John Forbes, principal partner of said house of Panton, Leslie, & Co., and its director, of ceding in its favor a portion of their lands between the district of Appalachie and Appalachicola, in payment of the debts which they had contracted, and the robberies they had

committed on the stores of said house, established in the neighborhood of fort St. Mark's; manifesting to me, at the same time, their intentions to use means to carry into effect the said cession, and to cultivate, and cause to be cultivated by industrious people, the lands which they should obtain in that way; concluding by supplicating me, in case I should approve of their request, to give them permission to commence talks and negotiations upon this subject with the Indians, and that, once obtained, I should confirm and ensure to the house the possession of the lands ceded, so as to dispose of them as they thought proper: and considering that the said petition is not contrary to our laws, nor in any way opposing to the sovereignties and royalties of our Catholic Monarch, (whom God preserve,) and that it is likewise one of the terms and conditions of the establishment of the house that the Government should facilitate to it, as much as lay in its power, the recovery of the debts due by the Indians, which is proved as well by the two original letters shown me by the said James Innerarity, of the Brigadiers Don Manuel Gayoso de Lemos and the Marquis of Casa Calvo, at the time Governors General of the retroceded province of Louisiana, that of the former dated on the 21st of February, 1799, written in English, which, with the translation, is joined to the record, which has been made at the first, second, and third sheet, and that of the latter in Spanish, at the fourth and fifth sheet; concluding, from their contents, that these gentlemen were apprised and gave their consent to whatever purchase of land the said house should make of the Indians, with the view of recovering their debts and losses, occasioned by the robberies which they had been induced to commit by the adventurer William Bowles, I decreed the said instance on the 7th of the said month of January, as follows: "As he asks, it being understood that the petitioners shall not dispose of the lands ceded

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by the Indians without the knowledge and notice of this Government." And as it results from the deeds of cession, in the folios 7, 8, 9, 10, 11, written in English, certified by me, with their translations, from folio 12 to 17, inclusive, that the principal chiefs and head men of the Talapoose and Seminole nation, in a council held in the town of Chickatalofa, on the 25th of May of the said year 1804, signed with their marks, and signed by Yahulla Emathly, William Perryman, Tasikaya Mico, Tustenagy Chapco, Hopayok Mico, Cosa Mico, Thomas Perryman, Toska Tustenagy, Hopay Hacho, Pawas Mico, John Meally, Chaco Tustenagy, Okelis Engha, Sawas Hacho, Incha Mico, Musquito Jack, James Perryman, Yfa Tustenagy, Talaysa Emathla, Tustenagy Mico, Yahulla Mico, Ufale Tustenagy Mico, Efau Tuskeniha, Hulleechee. The first deed being ratified in my presence on the 20th of June following, as shown by my certificate of the 22d, and the second ratified in a great assembly of the said chiefs, and others assisting, in Achacoweithle, on the 22d of August of the same year, confirmed before me, in Pensacola, on the third of December following, as stated by my certificate of the 5th, in continuation of the signatures and marks of the said chiefs. Hopay Hacho, of Totolose Talofa, Great Orator of the Seminoles; Hopothlepoio Tustenagy, of Totolose Talafa; Hopay Mico, of Ockmulgeechee: Tustenagy Mico, of the same; Keeneha Thlucco, of Chiyeyaha; Emathla Thlucco, of the same; Mico Napamico, of Coweta; Yahulla Emathla, of Chickatalofa; Tasikaya Mico, of Osootchie; Uchee Tustenagy, of Uchee; Yahulla Mico, of Usalees; Albania Tustenagy, of same; Tasikaya Hadjo, of Ocheesee; Niha Mico, of Achinalga; Tustenagy Hadjo, of Tochtoweithle; Ninnynageechee, of Tochtoweithle; Tustenagy, of Palachucklin; Yahulla Emathla, or John Meally, of Ochee-

see; Hopay Hadjo, for Copixty Mico, of Micosuki; Tustenagy Hopay, or Little Chief of the Cowetas; Coweta Tustanagee, of Coweta; Neecha Hodjee, of Coweta; Ocheesee Mico, of Yawallee; Hopayok Hadjo, of same; Mico Tecaksy, or Hatay Mico; Hopayok Mico, of the Tawassees; Totka Tustenagy, of Wifalutka; Efau Tustenagy, of Micosuki, for Hopay Hadjo; Pawas Mico, of Ocotekony; Tusteenagee Chapco, of Emassee; Tasikaya Mico, of the same; Tustenagy Chapco, of Tomathly; Tuskeniha, Lieutenant of Chatsackcheefale, sent by the Peaceful King in his place; and by the interpreters, Thomas Miller and William Hambly: to which ratification in Pensacola, the Peaceful King, or Opoithle Mico, was speaker, who, rising up, declared to me, that, with the general consent of their nations, they had confirmed the cession of land made in the month of May last to the house of Panton, Leslie, and Co., whose limits had been described with more precision in the last deed; that they had made the said cession in payment of the robberies they had committed, and the debts they had contracted, in the stores of St. Mark's de Appalachie; and that they had put in possession James Innerarity, in the name of the said house of Panton, Leslie, and Co., to whom they had ceded for ever all the rights which they formerly had in said land; for which reason, they had signed and put their marks to both these deeds. And as, by the accounts, statements, and general recapitulation, which are found in this same record, from folio 18 to 27 inclusive, it is shown that the robberies, losses, and expenses occasioned to the said house, up to the 30th of October last, amount to 66,536 dollars and five reals of silver; and that, on the part of the interested, new diligence was used for the demarcation of said limits; and as the said chiefs, head men, and warriors of the Seminole nation had named deputies to assist in the said demarcation, and these assembled in a

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new council in the post of St. Mark's de Appalachie, on the 2d of August of this year, at which presided Ignacio Balderas, Captain of the regiment of Louisiana, Commandant of said fort, assisted by three witnesses, who were Philipo Prieto, Don Diego de Barrios, and Lorenzo Vitrian, and the interpreters Thomas Miller and John Sandoval; and in this council confirming what had before been stipulated, that a certain number of chiefs should go with the aforesaid James Innerarity or his attorney, when it should be convenient, in order better to ascertain and explore the demarcation of the boundary line of the said cession of land, in such a way that it might be seen and known by all, the aforesaid deputed chiefs, head men, and warriors, acknowledged to have completed this business to their full satisfaction; and declared, before the said Captain Ignacio Balderas, in the name of their nations, and as appointed by them, that having accompanied Don James Innerarity on the line and exploring expedition, marking the limits in the form as follows: Leaving the river Appalachicola five miles above Estefanulgee, it runs through the swamp of said river, and the adjacent pine barren, in a course E. and E. S. E. for about three miles, where it strikes the main road from Estefanulgee to the nation; it follows that road N. and N. N. E. for about eleven and a half or twelve miles, to where the road from Micosuki to Estefanulgee turns off; thence following the said Micosuki road E. for about three and a half miles, to a branch; thence following said road E. and N. E. by E. about two and a half miles, to another branch; thence following the said road N. E. and E. about a mile, to where it unites with the road from Ocheesee, or from John Meally's, to Appalachie; thence following said road S. E. about three-fourths of a mile, to the Talorgee river; thence following said road E. for about four and three-fourths miles,

to where the road of Meally to Appalachie forks; thence following the Micosuki road, which is more properly called the road from Ocheesee to Anachula, its course E. by N. for about a mile and a quarter, to a point of hammock; thence following said road N. E. and E. N. E. for one and a half miles, to four pines marked with crosses; leaving there the road, it runs through the woods, and crosses two branches N. E. by E. a mile and thirty-six chains, to where it strikes a road going from Anachula to the south; crossing this road, for fifty-eight chains it pursues the same course through the woods, and crossing another branch until it strikes another road, which goes from Anachula to Micosuki, at a mile and a half from Anachula; thence it follows this road E. by S. and E. S. E. about a mile and a half to a branch; thence following said road, the course varying between S. E. and N. E. about three miles, where a road forks going south; leaving this last, it pursues the road by which it came, the line running E. and E. N. E. one and a half miles, to a branch; thence following said road, N. E. by N. about a mile, where it unites with the road of Thompson, which comes from the N. W.; thence following the same road, called henceforward Thompson's road, S. E. by S. one and a quarter miles, to Little river; thence following said road N. E. by E., E. N. E., and E. for a mile, where the Micosuki road forks; thence following the said road of Thompson S. E. by E. about one-third of a mile, to a branch; thence it follows said road different courses between S. E. and E. N. E. for two and a half miles, to another branch; crossing which, it follows the said road S. about one and a half miles, to the Ocklockney river; thence, pursuing said road in various courses between S. and E. about eighteen miles, to a point of hammock on the Wachulla river, where are two pine trees marked with two crosses, at a mile distant from the house of

John Kennaird; thence it runs through the woods, crossing a branch, and running S. by E. sixty-four chains; thence S. S. E. sixteen chains, to a pine marked with a cross; thence E. S. E. sixty-four chains; thence E. N. E. ninety-six chains, to the road which goes from Kennaird to fort St. Mark's; thence, crossing the road, it runs forty-six chains N. N. E. to the Wachulla river, whose channel thence to the sea forms its eastern boundary, as the principal channel of the Appalachicola, from its mouth to five miles above Estefanulgee, with a part of the aforesaid line, forms its boundary to the west, and the high water outside of all the islands on the shore forms its boundary to the south: in all its course by land, except for about the third of a mile adjacent to the hammock of the Appalachicola river, which, being very thick and swampy, was found impracticable, the line is very plain, all the trees being marked; and this line, here marked and described, we do declare, in the name of our nations, to be the true limit of the land ceded in the aforesaid councils to the house of Panton, Leslie, and Co., and of course the limit between our nation and the whites in these parts: and agreed and signed this said declaration with the marks of the chiefs giving it, and certifiedby the said Commandant, with the addition of four chiefs of the Micosuki towns, among whom was Copixty Mico, vulgarly called Kenache, who, although not present at said demarcation, likewise declared to know these limits, and to agree to what the commissioned chiefs had done, and consented to it, putting likewise their marks. And now John Forbes recurring, as partner and director of the house, with a new instance, praying me to be pleased, if I find the said documents to be just and right in the said record which I have summarily extracted, to interpose my authority in due form to ratify the cession of land aforesaid, and shown by the figurative plat which he has made, and

which accompanies the record; therefore, using the powers which our Lord the King, whom God preserve, has conferred on me, in his royal name, I do ratify and confirm to the said house of Panton, Leslie, and Co., the cession of lands made by the Seminole Indian nation, in the form and terms explained and shown in the figurative plat which he has presented, and which, with the original record and a copy of the title, shall be archived in the government of the Secretary of this province; and in consequence of it, I declare and give full and direct dominion to the said house, to hold the lands which are mentioned, in order that, as their property, they may enjoy, possess, sell, or alienate it, on the condition explained in my decree of the 7th of January, 1804, above inserted; and I give them power to take their possession, in which I put them and protect them, without injury of third persons. In faith of which, I command to despatch the present under my hand and seal, and countersigned by the underwritten Secretary of this Government.

Given in Mobile on the 3d of December, 1806.

VINCENTE FOLCH. [L. S.]

By order of his Lordship,

FRANCISCO MOREGON.

Don Francisco Maximilian of St. Maxent, Colonel of infantry, Lieutenant Colonel and Commandant of the regiment of infantry of Louisiana, Provisory, Civil, and Military Governor of this province, &c. I certify that the foregoing testimony is agreeable to an original title, despatched in favor of Messrs. Forbes & Co., and delivered to their attorney, John Innerarity; and in testimony thereof, I give the present under my hand and seal, and countersigned by the underwritten secretary of this Government. Pensacola, 20th December, 1811.

FRANCISCO MAXIM. DE ST. MAXENT.

PABLO DE LARIN.

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YEAR OF 1811.

Record of what has been done by John Innerarity, as attorney of John Forbes, to obtain a title to an island ceded by the Lower Creeks and Seminole Indians to the said Forbes, of about seven miles in length, situated in the river Appalachicola, opposite the store of the house of said Forbes & Co.; and in continuation is also found recorded the title of confirmation, issued by the Governor.

No. 3.

To the Governor General: John Innerarity, special attorney of John Forbes, with due respect, to your Lordship sets forth, that, as shown by document No. 1, and its translation, No. 2, the principal chiefs and head men of the towns of the Lower Creeks and Seminoles, in consideration of the important services which the said John Forbes had rendered them, and the particular consideration with which he has treated them since the year 1785, in which the house and store of Panton, Leslie, & Co. were established in this province, they have unanimously agreed and consented, in council, held in the town of Tuskatalofa, on the Chatahoochie river, on the 10th of April of the last year, 1810, to cede and transfer, generously and voluntarily, to the said John Forbes, an island of about seven miles in length, and one or more of width, situated in the Appalachicola river, opposite to the store or factory which actually exists there, that he may possess it in all its extent, and dispose of it in favor of his heirs, transferring his right to whoever should have his power and right: in virtue of which, and the said cession being ratified, as shown by document No. 3, signed by said chiefs before the Commandant of the fort of Appalachie, it only waits for your Lordship to interpose his authority, ratifying the said cession, and ordering the expedition of the title in form,

under the same condition as that despatched to the house of Panton, Leslie, & Co., and as the one which is to be despatched to the said John Forbes & Co.; a grace which he hopes to deserve from your Lordship. Pensacola, 7th of June, 1811.

JOHN INNERARITY.

Pensacola, 8th June, 1811. As he asks, with the understanding that John Forbes will not dispose of the island referred to, nor alienate it without the notice of this Government; and that this concession shall be understood to be on the same terms as that of which the title was given on the 3d of December, 1806.

FOLCH.

(There follows a document in English.)

Don Marcos de Villiers, Captain of the regiment of infantry of Louisiana, and Civil and Military Commandant of this fort. I do certify, that on this day, seven chiefs of the Seminole nation, called Copixty Mico, Kenache, of the town of Micosuki, with his chief warrior, Cacha Tustenaque, and the two chiefs Aga Mico and Cosa Hacho, Yasola Emathla, with his warrior Talsahucho, of Chickatalofa, and Ninny Eumata Tustanaque, of Totoweithle, having presented themselves to me, and, after shaking hands with me in token of friendship, they declared that the foregoing signature, made by some of them, and other chiefs of their nation, they disacknowledge as true and genuine, and that the gratuitous and generous cession contained in the present deed was just and valid, having been made with full consent of all their nation, and that they had granted and signed it in its name; and in order to show it, I give the present, which I sign, with two assisting witnesses, in St. Mark's de Appalachie, on the 25th of May, 1811.

MARCOS DE VILLIERS.

JOSEPH URCULLO.

LORENZO VITRIANO.

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TRANSLATION.

In a council of the chiefs and head men of the lower towns of the Creek nation, held at the village of Tuscatalofa, on the Chatahoochie river, in the month of April, 1810, composed of the following persons, to wit: Mr. Payne, of the towns of the Seminoles, Copixty Mico, Ufala Hadjo, Hopoi Hadjo, Tuskai Mico, Hopoi Mico, Yohallo Emathla, Efa Mico, Toothea Tustenague, Annai Mico, Nanny Homahta Tustenuky, Tuskai Hadjo, John Musquito, John Meally, Cheha Tustenuky, Toothea Horsee, Tuskai Langhta, and Halagta Tustenuky: Whereas, we, the aforesaid chiefs and head men of the Lower Creeks, have, for divers good reasons and considerations, unanimously agreed and resolved to cede and transfer to John Forbes, merchant of Pensacola, in West Florida, a certain island in the river Appalachicola, at present in our possession, and situated opposite the present store for our trade upon the said Appalachicola river, which island we do estimate to be seven miles long, and one wide, more or less, that the said John Forbes may hold and possess it in all its extent, and for his only use and profit; and the aforesaid chiefs and head men, in their own name, and in that of all the Lower Creek tribe, which they represent, abandoned all their right in said island, according to the usage of the Indians, in favor of the said John Forbes, his heirs, executors, administrators, and assigns, from now and for ever: Wherefore, know all men by these presents, that we, the aforesaid chiefs, in consequence of the aforesaid resolutions, have unanimously agreed to it, and that, by the present, we do solemnly confirm, according to the usage of the whites, the aforesaid grant and cession of the aforesaid island, whose limits were shown and marked in our presence; and, in order that this said cession, made by us to the said John Forbes, may remain in force, we

have this day given solemn possession of the same to William Hambly, agent of the aforesaid John Forbes, and deputed by him for that purpose; and by the present we oblige ourselves and our posterity to maintain and defend the aforesaid John Forbes, his heirs, executors, administrators, and assigns, in the quiet and peaceful possession of the same, against all and any persons whatever, now and for ever. In testimony whereof, we mark the present with our hand: given at Prospect Bluff, on the Appalachicola, on the 22d of April, 1811. Mark of Attaly for Tuskanuckachula, mark of Chupalocky for Hopoi Holaghta, mark of Hopoi Mico, mark of Yohallo Emathla, mark of Copixty Mico, mark of Hopoi Mico, mark of Hopoi Cuchee, mark of Micosuki Tuskeniha, mark of Cowessa Emathla, mark of Yohalla Hadjo, mark of Ninny Homaghta Tuskanucky, mark of Ufala Mico, mark of Ufala Hadjo, mark of Talaghta Hadjo, mark of Wacissa Tuskanucky, mark of Tuskanucky Chackchuckany, mark of Tuskai Hadjo, mark of John Meally.

Signed and delivered in our presence.

EDWARD DOYLE.
DANIEL BLUE.
WILLIAM HAMBLY.

I, Don Vincente Sebastian Pintado, Surveyor General of this province, acting public Interpreter in the vacancy of that office, do hereby certify, that I have made the preceding translation loyally and faithfully, according to the best of my knowledge and understanding, and according to the literal sense of the annexed English paper, at the request of John Innerarity, agent of John Forbes. Pensacola, 22d of June, 1811.

VINCENTE SEBASTIAN PINTADO.

(Fees 22 reals.)

Whereas, in a council of the chiefs of the lower towns of the Creek and Seminole Indian nations, held in Chickatalofa of the 6th of April of the past year, 1810, it was unanimously agreed and resolved by said chiefs, in the name of their respective towns and nations, generously and gratuitously to cede to John Forbes an island which is on the western side of the Appalachicola river, opposite to the place where the factory of the said house of John Forbes & Co. is established, whose limits are shown by the written instrument, which was signed and granted in English, in favor of the said John Forbes, dated 22d of April of this present year, at the said factory, to which we assisted, also accompanied by William Hambly, as Interpreter and agent of said Forbes, and Daniel Blue, retired English officer, as surveyor to run the said line. This was begun in the following manner:

Beginning its course at the place called "Three Mouths;" ascending the Appalachicola river on the west side at about the distance of nine miles from its mouth, it follows in different courses for the distance of a mile and a half above the said factory, which point, courses, and distance, are shown in the map accompanying this deed; which island we have ceded to the said John Forbes, that he may dispose of it at his will, as his own property; and we command that it be regarded as such by all, henceforward for ever. Given in St. Mark's de Appalachie, in presence of the Commandant of said post, Marcos de Villiers, and of the undersigned witnesses, on the 25th of May, 1811.

Mark x of Copixty Mico, of Kenache.
Mark x of Cacha Tustanucky.
Mark x of Aja Mico.
Mark x of Cosa Jacco.
Mark x of Yafala Emathla.
Mark x of False Jacco.
Mark x of Ninny Eumata Tustanucky.

We, the undersigned, do say, that, although not present at the demarcation of these limits, we know and agree as to their justice, and that they are rightly done; and thus we do sign, this day, in presence of the Commandant of this fort, of the Interpreters and assisting witnesses.

Mark x of Nocose Opay.
Mark x of Cowa Emathla.
Mark x of Tuskenucky Jacco.
Mark x of Mico Jacco.
Mark x of Nocose Jacco.

I, Don Marcos deVilliers, Captain of the regiment of infantry of Louisiana, Commandant and Subdelegate of the finances of this place, do hereby certify, that, in the council held this day, the chiefs and warriors assembled in it signed, in my presence, as likewise Philipo Prieto, Wm. Hambly, by whom the contents of it was interpreted to them, to which assisted likewise the undersigned witnesses. Appalachie, 25th of May, 1811.

MARCOS DE VILLIERS,

Felipe Prieto.
Wm. Hambly.
Joseph Urcullo.
Lorenzo Vitriano.

Don Vincente Folch y Juan, Brigadier, &c. Whereas John Innerarity, special attorney of John Forbes, has presented to me an instance, of the 7th of this month, stating that the principal chiefs and head men of the Lower Creek and Seminole Indians unanimously did consent and agree, at a council held in the town of Tuskatalofa, on the Chatahoochie, on the 10th of April of the year 1810, generously and voluntarily to cede and transfer to the said John Forbes an island of about seven miles in length and one wide, situated in the Appalachicola, opposite the store or factory, in consideration of the import-

ant services rendered them, and the consideration with which they have been treated since the year 1785, in which the house of Panton, Leslie, & Co. was established in this place; to which effect, assembled at Prospect Bluff, on the Appalachicola, on the 22d of April last, various chiefs and head men, with Edmond Doyle, agent of John Forbes, Daniel Blue as Surveyor, and William Hambly, agent and Interpreter, and they signed the deed of transfer and cession of said island, which they ratified on the 25th of May last, before Captain Marcos de Villiers, Commandant of the fort of St. Mark's de Appalachie, and the two assisting witnesses, being at the head of said chiefs and head men, the principal chief of the Micosuki town, Copixty Mico Kenache, with other chiefs of his party, commissioned for that effect, and ratified again by other deed of the same day, with the proper marks of the chiefs, and certificate of the Commandant, the said Marcos de Villiers, with the assisting witnesses, Joseph Urcullo, and Lorenzo Vitriano, signed likewise by the Interpreter, Felipe Prieto, and Wm. Hambly; it resulted that the said island begins at a place called the Three Mouths, on the west side of the Appalachicola, at about nine miles from its mouth, and following in various courses to about a mile and a half from where the factory at present stands: And whereas it is one of the terms and conditions for the establishment of the house, that Government shall facilitate, as far as is in its power, the collection of those debts due by the Indians and traders, and the conservation of the friendship and good harmony required; this concession not being opposed to our laws and the sovereignty of our Catholic Monarch, I decreed the said instance on the 8th of the present month, in the terms following, to wit: "As he asks, with the understanding that John Forbes shall not dispose of the island referred to, nor alienate it, without notice to this Go-

vernment; and that this concession shall be understood in the same terms as the one whose titles were given on the 3d of December, 1806. And the cession of said island having been solemnly confirmed by said deed of 22d of April last, signed by Actaiy Tuskaman Cachilla; by Chupalocky, for Hopoi Holaghta, of Hopoi Mico; by Yohalla Emathla, Copixty Mico, Hopoi Mico, Hopoi Cuchee, Micosuki Tuskenehaw, Cowesa Emathla, Yohalla Hadjo, Ninyhomaghta Tustenucky, Ufala Mico, Ufala Hadjo, Tolaghta Haydde, Wacissa Tustenackee, Tuskay Hadjo, and John Meally, in presence of Edmond Doyle, Daniel Blue, and William Hambly: which deed, together with its translation, accompanying the record certified by the Commandant of fort St. Mark's de Appalachie, in presence of his witnesses, Joseph Urcullo and Lorenzo Vitriano. And the limits having been marked by the deputed chiefs, Capitza Mico, Kenache, Aja Mico, False Jacco, Cacha Tastenache, Cosa Jacco, Yahola Emathla, Ninio Sumasta Tastanacky, who made declaration before the said Commandant, and making a formal deed in writing, which was likewise signed by Nocose Hopay, Tustenacky Jacco, Nocose Jacco, Eavor Emathla, and Mico Jacco; and they unanimously consented, for their respective towns and nations, on the said cession, gratuitously and generously, in favor of John Forbes and his heirs, the said Commandant, and his assisting witnesses, Don Jose Urcullo and Lorenzo Vitriano, certifying, and the Interpreters Felipe Prieto and William Hambly, certifying the said act. In consequence of which, John Innerarity, attorney of the aforesaid John Forbes, concludes by supplicating me, in the said instance, to interpose my authority in due form, to ratify the cession of the island designed in the plan which was made by the Surveyor General, Vincente Sebastian Pintado, which will accompany this: therefore, using the powers which

our Lord the King, whom God preserve, has vested in me, and in his royal name, I confirm and ratify to John Forbes the cession of the island, which has been explained as made by the Seminoles and Lower Creek nations, represented by their principal chiefs and head men, with the dimensions, courses, and distances, designed and represented in the map, which, with the original record, shall remain archived in the Secretaryship of this Government; and I declare and give full and direct dominion to the said John Forbes, that, as his own property, he may enjoy, possess, cultivate, sell, or alienate it, according to the terms explained in my decree, inserted in this title; and I give him power to take his possession, in which I put and protect him, without injury of third persons. In faith of which, I have caused the present to be despatched under my hand and seal, and countersigned by the Secretary of this Government. Given in Pensacola, 15th of June, 1811.

VINCENTE FOLCH. [SEAL.]

By order of his Lordship,

PABLO DE LARIN.

I, Don Francisco Maximilian de St. Maxent, &c. do hereby certify that the foregoing evidence is conformable to the original record existing in the office of the Secretary of this Government, and to the title which was delivered to the attorney of John Forbes. And in order to show it, and that it may be archived in the office of the Surveyor General, Vincente Sebastian Pintado, I have caused the present to be drawn under my hand and seal, and countersigned by the underwritten Secretary of this Government. Pensacola, 20th of September, 1811.

FRANCISCO MAXIM. DE ST. MAXENT.

PABLO DE LARIN.

YEAR OF 1811.

No. 4. Evidence of what was done by John Innerarity, attorney of the house of Forbes & Co., towards obtaining a title of the two tracts of land adjoining those which, in August, 1806, were ceded by the Lower Creek and Seminole nations to the said house, in payment and compensation of what they owed it, and with similar motives they cede these two said tracts.

List of debts due by the Indians of the lower towns of the Creek nation to the house of Messrs. John Forbes & Co. in Pensacola, up to the 22d of January, 1811, viz: (Here follows a detail of the debts as aforesaid, the account stated amounting to 19,387 dollars 4 reals and a half, and signed as follows:) Errors and omissions excepted. Pensacola, 22d of January, 1811.

JOHN FORBES & CO.
By JOHN INNERARITY.

(*There follows a document in English.*)

I, Don Vincente Folch y Juan, &c. &c., do hereby certify, that, in a great council of the chiefs of the Lower Creek and Seminole nations, held this day in the Government house of this place, the chiefs who have signed on the other side did declare, through the interpreters, James Durosseau, residing in the nation, Thomas Miller, on the part of the said chiefs, and Manuel Gonzalez, of this place, that they had ceded, in the name and with the consent of their nation, to the house of John Forbes & Co., merchants of this place, in payment of the debts due to said house by the Indian traders of the various towns of the aforesaid Lower Creeks on the Chatahoochie river, the tract of land whose limits are specified in the act of cession which precedes, which acts and limits were read

and translated to them, in my presence, by the aforesaid interpreters, and agreeing to them as just, they did sign, *proprio motu*, the foregoing instrument; and in order to show it, I give the present under my hand and seal, and certified by the underwritten Secretary of this Government, in Pensacola, the 22d day of January, 1811.

VINCENTE FOLCH. [SEAL.]

By order of his Lordship,

PABLO DE LARIN.

TRANSLATION.

In a council of the chiefs of the lower towns of the Creek Indian nation, held at Cooskatalofa, on the Chatahoochie river, in the month of April, 1810, composed of the following persons: Mr. Payne, of the towns of Lonchiway; Capitchy Mico, of the Micosuki; Ufala Hadjo, Hopoi Hadjo, Cuskai Mico, Hopoi Mico, Yohalla Emathla, Efa Mico, Cuthca Tustenucky, Annai Mico, Callaha Cheecy, Tuskay Hadjo, Musquito Jack, John Meally, Cheecha Tustanucky, Coothea Horsee, and Cuskai Langhta Holagta Tustanucky. Whereas William Hambly, agent of the house of John Forbes & Co., merchants of Pensacola, in West Florida, has shown us a list of debts due by the Indians and traders of the lower towns of the Creek nation on the Chatahoochie and Flint rivers, amounting to the sum of ninteen thousand three hundred and eighty-seven dollars and four and a half reals of silver, and it being evident that we possess no means of liquidating said debts, unless by a cession of a part of our land; therefore, it has been unanimously resolved, and by the present we do resolve, to cede and give, grant, sell, and transfer, to said John Forbes & Co., in compensation and payment of our aforesaid debts, a tract of land now occupied by us, and limited as follows, to wit:

by a line beginning on the Appalachicola, at the end of the present line of the land already ceded to the house of Panton, Leslie, & Co., ascending the said river, and including its islands, to Sweet Water creek; thence following said creek to its head or source; thence, running N. E. until it strikes the line of the boundaries of the land already ceded to said house; thence following said line till it crosses the Ocklockney river; thence (as is supposed now) following a S. E. course until it strikes the St. Mark's river; thence pursuing the course of said river to the sea, including all its islands. It has been also agreed by said chiefs to cede to said house of John Forbes & Co., in compensation of the debt aforesaid, all that tract of land on the west side of the Appalachicola river, beginning at its mouth, and ascending said river to the mouth of lake Wimico; thence ascending said lake for the supposed distance of three English miles; thence in a straight line, crossing creeks, swamps, and other waters, until striking the westernmost end of the island of St. Vincent, or Deer island; thence around the same, in its whole extent; and thence to the aforesaid point of beginning at the mouth of the Appalachicola, including all the islands within said limits, which are not already ceded to the house of Panton, Leslie & Co., as aforesaid. And whereas we, the underwritten chiefs, Hopi Mico, Efa Mico, Yohalla Emathla, and Coothea Tustanucky, are duly authorized, according to the statutes and customs of the Indians, by the aforesaid absent chiefs, and having concurred this day, in the Government house of Pensacola, in presence of his Excellency Vincente Folch, Governor of West Florida, with a view to confirm the said cession of land, having assembled in council, as is proper, to validate this cession to Messrs. Forbes & Co., with Tuskanucky Opoie, Tuskeniha, Miconope, Tuskanucky Chackchucany, and Coweta Mico, we have, with their concurrence, unanimously resolved, and by this deed, in our

name, of all the Lower Creek tribes, we cede, give, grant, sell, and transfer to said John Forbes & Co., their heirs, executors, administrators, and assigns, the said tract of land, limited as above, and situated in said province of West Florida, that they and their assigns may hold and possess it in full property and dominion; and we, the aforementioned chiefs, as well in our own name as in that of our nation of the lower towns, and of our and their descendants, do positively renounce and abandon all and whatever right we may until now have had in the said space of land, in favor of the said Forbes & Co., and their assigns, in full and entire property and possession of the said tract of land, limited as above, now by us to them ceded, given, granted, sold, and transferred; and we will defend them against all and every person whatever, henceforward for ever. Therefore, the said chiefs, in their own name, and in that of all the towns of the said Lower Creeks, do, by the present, appoint and constitute Opoi Mico, Yohalla Emathla, Efa Mico, and Coothea Tuskanuckee, chiefs of the said lower towns of the Creek nation, to accompany the surveyor of the said Forbes & Co., and to mark the limits of the said tract, according to the intention and sense of the said limits, blaze the trees, and put the stakes which may be thought necessary in order to make the limits visible and lasting; and, therefore, when the said limits shall be particularly examined, the said chiefs Opoi Mico, Yohalla Emathla, Efa Mico, and Cootha Tustanucky, are by these presents authorized by us, the said chiefs in council assembled, to proceed to the fort of St. Mark's, and communicate the same to its Commandant, giving him a plan of it in due form; and, finally, to give and grant whatever other written instrument in our name, and in that of all our people of the said lower towns of the Creek nation, which the said John Forbes & Co. may think necessary, in presence of said Commandant, in order

that the said tract of land remain entirely assured to the said Messrs. John Forbes & Co., their heirs, executors, and assigns, for ever, in virtue of the present deed. Given under our hand and seal, in the Government house at Pensacola, West Florida, the 22d of January, 1811.

TUCKANUCKY OPOI, his x mark.
COWETA MICO, his x mark.
COWETA TUSKINIA, his x mark.
HOTHLEPOIO MICO, his x mark.
YAHA HAJO, his x mark.
MIA NUPPA, his x mark.
TUSTANUCKY CHACKCHUCKANY, his x mark.
UFALA MICO, his x mark.
HOPOI MICO, his x mark.
YOHALLA EMATHLA, his x mark.
EFA MICO, his x mark.
TOOTHEA TUSTANUCKY, his x mark.

Interpreted, signed, sealed, and delivered, in presence of James Durosseau, interpreter of his Catholic Majesty, Thomas Miller, interpreter for the chiefs, Manuel Gonzalez, interpreter of Government for the place of Pensacola.

Don Vincente Sebastian Pintado, Surveyor General of this province, acting as public interpreter during the vacancy of that office. I certify that I have made the foregoing translation loyally and faithfully, according to the best of my knowledge and ability, and agreeably to the literal sense of the accompanying English document, which I rubricated and marked No. 1, and which I made at the request of John Innerarity, agent of Messrs. Forbes & Co., at whose request I give the present, in Pensacola, on the 21st of June, 1811.

VINCENTE SEBASTIAN PINTADO.

(Fees, 48 reals.)

(*There follows a document in English.*)

Don Marcos de Villiers, Captain of the regiment of infantry of Louisiana, civil and military Commandant of this fort. I certify that to-day having appeared before me and the two undersigned assisting witnesses, seven chiefs of the Seminole nation, Captza Mico Kenache, of Micosuki, with his principal warrior Cucha Tustenucky, and the chiefs Aya Mico and Cosa Hacho; Yohalla Emathla, with his warrior False Jacco, of Chickatalofa, and Ninny Eumata Tustenucky, of Totoweithle: after shaking hands with me in sign of friendship, they declared that the foregoing signatures made by them and other chiefs of their nation, they acknowledge as genuine and true, and that the cession and sale contained in the present deed is just and valid, having been made with the full consent of all their nation, and that in its name they had granted and signed it; and in order to show this, I give the present under my hand and seal, in the fort of St. Mark's de Appalachie, on the 25th of May, 1811.

MARK DE VILLIERS.

JOSEPH URCULLO.

LORENZO VITRIANO.

TRANSLATION.

Whereas, in a council of the chiefs and head men of the Lower Creeks, held in Pensacola, in West Florida, on the 22d of January, 1811, it was unanimously agreed by the said chiefs and head men there assembled to cede to the house of John Forbes & Co., merchants established in said West Florida, in payment of the debts due by said Lower Creek Indians of the Chatahoochie and Flint river to the house of said John Forbes & Co., which amount to the sum of 19,386 dollars four reals and a half, a tract of land whose limits are as follows, to wit: beginning on the Appalachicola river, on the northernmost point of the tract of

land already ceded by us, the said Lower Creeks, to the house of Panton, Leslie, & Co., and following said river as far as Sweet Water creek; thence ascending the said creek, following its meanders, to its head or highest source, and running thence N. E. until striking the limits of the land ceded by us to the aforesaid Panton, Leslie, & Co.; thence following the said line of limits until crossing the Ocklockney; thence in a S. E. course until striking the St. Mark's river; thence descending said river, including all the islands, to the sea. It was further agreed by the said chiefs and head men of the Lower Creeks, in compensation and payment of this said debt, to cede likewise to the said house of John Forbes & Co. that tract of land on the west side of the Appalachicola river, beginning at the mouth of said river, and ascending as far as the mouth of lake Miemico; thence ascending said lake for three English miles, and there the line running to the most western point of Vincent or Deer island, including that in all its extent. And whereas a title or deed of grant, sale, and concession of the said tract of land to said house of John Forbes & Co., for the said consideration, was, on the 22d day of January, 1811, signed by the following chiefs and head men of the said Creek nation, then and there assembled, to wit: Hopoi Mico, Efa Mico, Yohalla Emathla, Toothea Tustanucky, Tustanucky Hopoi, Coweta Mico, Coweta Tuskeniha, Hothlepoio Mico, Yaha Hadjo, Miconope, Tuskanuckee, Chackchucany, and Ufala Mico; and that the said deed was confirmed and acknowledged by the said chiefs, before Vincente Folch, Governor of this province of West Florida, to be their unanimous act and deed; and that, in its virtue, they, for themselves, as well as for the Lower Creek nation, which they represented, as likewise for their posterity, did totally renounce and abandon in favor of said John Forbes and Co., for the afore-

said consideration, all the title and right which they had to the said tract of land, in order that the purchasers, their heirs, executors, administrators, and assigns, may possess and dispose of it as their property, at their will: Therefore, be it known by all whom it may concern, that we, the hereafter said chiefs of the Lower Creeks, in consequence of the powers which the aforesaid chiefs and head men have vested in us, and being assembled in council in this place, we have unanimously agreed, and by the present we solemnly confirm, in all parts, intentions, and designs, the said grant and cession of the said tract of land, according to the figurative plan annexed, whose limits have been shown, marked, blazed, and measured in our presence, and in that of the following chiefs and head men of the said Lower Creeks, who assist us to that object, to wit: Capithy Mico, Hopoi Cuchee, Micosuki Tuskeniha, Cowesca Emathla, Yohalla Hadjo, Ninnyhomaghta Tuscanucky, Ufala Mico, Ufala Hadjo, Talaghta Hadjo, Wascissa Tuskanucky, Tuskai Hadjo, and John Meally. And that the aforesaid grant and cession made by us to the said John Forbes & Co. may remain and be valid henceforward for ever, we have given this day the solemn possession of the same to William Hambly, agent of the said John Forbes & Co., deputed by them for that purpose; and by the present we pledge and oblige ourselves and our posterity to maintain and defend them in the quiet and peaceful possession of the same, against any persons, henceforward for ever. In faith of which, we have marked the present with our hand, and given at Prospect Bluff, on the Appalachicola, on the 22d of April, 1811.

HOPOI MICO, his x mark.
YOHALLA EMATHLA, his x mark.
CAPITHE MICO, his x mark.
HOPOI CUCHEE, his x mark.

Micosuki Tuskeniha,	his x mark.
Cowessa Emathla,	his x mark.
Yohalla Hadjo,	his x mark.
Ninyhomaghta Tuskanucky,	his x mark.
Ufala Mico,	his x mark.
Ufala Hadjo,	his x mark.
Talaghta Hadjo,	his x mark.
Wacissa Tuscanucky,	his x mark.
Tuscanucky Chackchuckany,	his x mark.
Tuskay Hadjo,	his x mark.
John Meally,	his x mark.

Signed and delivered in presence of

DANIEL BLUE,
WILLIAM HUMBLY, and
EDMOND DOYLE.

I, Vincente Sebastian Pintado, Surveyor General of this province, Acting Public Interpreter during the vacancy of that office, do hereby certify, that, at the request of John Innerarity, agent of Forbes & Co., I made the foregoing translation, loyally and faithfully, according to the best of my knowledge and ability, and agreeably to the literal sense of the annexed English document, which I have marked No. 2, and rubricated; and, at the solicitation of the same person, I give this on two sheets of common paper, in Pensacola, 22d of June, 1811.

VINCENTE SEBASTIAN PINTADO.

(Fees, 40 reals.)

Whereas, in a council of the chiefs of the lower towns of the Creek and Seminole Indian nations, held in Pensacola on the 22d of January, 1811, being present the Governor of West Florida, it was unanimously agreed and resolved by said chiefs, in the name of their respective towns and nations,

to cede a certain portion of lands belonging to and possessed by said nations, to the house of John Forbes & Co. of Pensacola, in payment of the debts due by the traders and Indians of the said lower towns of the Creek nation on the Chatahoochie, to the said house of John Forbes & Co., and its predecessors, Panton, Leslie, & Co., to their store in Pensacola, whose limits, according to the written instrument, which, on the said occasion, they signed and granted to the said house, are as follows, to wit: a line beginning on the Appalachicola, at the end of the present boundary of the land already ceded to the house of Panton, Leslie, & Co., and ascending the said river, including all its islands, as far as Sweet Water creek; thence running to the spring of said creek; thence N. E. until striking the boundary line of the land already ceded to the house of Panton, Leslie, & Co., as aforesaid; thence following said line until crossing the river Ocklockney; thence, as is supposed, running S. E. until striking at the head of the St. Mark's river; and thence down said river, including all the islands in it, to its junction with the sea: and likewise all that tract of land on the west side of the Appalachicola river, beginning at its mouth, and ascending it to the mouth of lake Wimico; thence ascending the said lake for the supposed distance of three English miles; thence in a straight line, crossing all the branches, bayous, and other waters, until striking the westernmost point of St. Vincent or Deer island; thence outside of and including the same in all its extent; and thence to the aforesaid point at the mouth of the Appalachicola river, including all the islands within said limits which are not already ceded to the house of Panton, Leslie, & Co., as already mentioned. And whereas, on the said occasion, it was resolved and ordered by said chiefs to send a deputation of the same to accompany the agents or attorneys of said house

in running and marking the boundary line of said land, to ascertain it exactly, so that in future time there might be no doubt or dispute about it; and whereas we, the undersigned chiefs of the said nations, were then appointed and deputed for this purpose, now know all men, that, being called by the agents of said house, we have verified and marked it in all its extension and course; beginning at the mouth of the Appalachicola, and following the line on the western side, it ascends the lake Wimico three miles above its mouth, which is known by two cypresses marked with crosses; the line thence, making through the woods, goes for the distance of one chain to the south, where a cypress is marked; not having been able to follow the line any farther by reason of the bad road, but its direction must be S. 72° W., the supposed distance of 1,280 chains, being at the end of this course marked in a pine; thence it goes S. 30° W. 100 chains, to a pine marked with a cross on the margin of the marshes; thence by water one and a quarter miles, its course S. 14° W. to the westernmost point of St. Vincent or Deer island, and including that in its whole extent; thence following the Appalachicola, and beginning the line from where terminates the former boundary of the lands already ceded to the house of Panton, Leslie, & Co., and ascending it, follows the said river to the mouth of the creek or bayou Coosaghchooche or Sweet Water, and following the said bayou or creek to its head, where there is a walnut (or hickory) marked with a cross; thence crossing the trail, it runs by land N. 69° E. for 27 chains and 85 links, to a pine marked with a cross; thence N. 58° E. 11 chains 47 links, to a pine marked with a cross; following thence N. 65° E. 18 chains 58 links, to another pine similarly marked; thence 26 chains 33 links N. 42° E. to another pine with the same mark; thence N. 65 E. 16 chains 9 links, to a pine marked; thence N. 40° E. 22 chains

50 links, to another pine with the same mark; thence N. 60 chains 36 links, to a pine with the said mark; thence N. 20° W. 5 chains, to another pine marked; thence N. 35° E. 24 chains, to another marked pine; thence N. 83° W. for 241 chains, to a pine marked with a cross, where it strikes the boundary of the lands already ceded to the house of Panton, Leslie, & Co.; thence following this boundary until crossing the river Ocklockney, it continues its course to 5½ miles of distance from it to a pine marked with a cross; thence it runs S. 80° E. 1,251 chains 51 links, to an oak marked with a cross, on the west bank of the St. Mark's river, a short distance above where it runs under ground; thence through the neighboring woods towards where the said river again rises, and it follows the same in the middle in all its courses until it unites with the sea; in all of which courses and distances, as we have said, the line is distinctly marked, all the trees being blazed; and this line, so marked and here described, we do declare, in the name of our nations and constituents, to be the true boundary of the lands ceded in the aforesaid council to the house of John Forbes & Co., and to be consequently the boundary between our nations and the whites in these parts; and as such we command that it shall be held and respected by all our people, henceforward for ever. Given in St. Mark's de Appalachie, in presence of the Commandant of said post, Marcos de Villiers, and of the undersigned assisting witnesses, the 25th of May, 1811.

COPITCHY MICO KENACHE, his x mark.
CATCHA TUSTENUCKY, his x mark.
AJA MICO, his x mark.
COSA JACCO, his x mark.
YAHOLA EMATHLA, his x mark.
FALSE JACCO, his x mark.
NINNY JUMATA TUSTENUCKY, his x mark.

We, the underwritten, do say, that, although we were not present at the demarcation of this line, we know and agree to its justice, and that it is well done; and thus we do sign it, on the day of the date, in presence of the Commandant of this fort, the Interpreters and assisting witnesses.

Nocose Hopay, his x mark.
Cowa Emathla, his x mark.
Tuskanucee Jacco, his x mark.
Micco Jacco, his x mark.
Nocosa Jacco, his x mark.

I, Don Marcos de Villiers, Captain of the regiment of infantry of Louisiana, Commandant and Subdelegate of Royal Finance in this fort, do hereby certify, that, in the council held this day, the chiefs and warriors who composed it did sign in my presence, as also Don Felipo Prieto and Don William Hambly, by whom its contents were interpreted to them, to which likewise assisted the undersigned witnesses. Appalachie, 25th of May, 1811.

MARCOS DE VILLIERS.

Felipo Prieto.
Wm. Hambly.
Joseph Urcullo.
Lorenzo Vitriano.

A statement of the expenses occasioned to the house of John Forbes & Co. during the measures taken with the chiefs and Seminole Indians, as well in this place as in the factory of Appalachicola, the fort of Appalachie, and other towns of said Indians, for the cession of the tracts of land in payment of a sum of money by them due, of which a list is annexed. (Here follows a detail, amounting to $3,492 6¼ reals.) Errors and omissions excepted. Pensacola, 21st of June, 1811.

JOHN FORBES & Co.
By JOHN INNERARITY.

78.

To the Governor General: John Innerarity, inhabitant and merchant of this place, as attorney of the house of Forbes & Co., established in this province for the Indian trade, with royal permission, to your Lordship respectfully sets forth, that, in consequence of the council which the principal chiefs and head men of the Lower Creeks of the Chatahoochie and Flint rivers held in this place on the 22d of January of the present year, presided by your Lordship, in order to agree upon the manner of paying to said house the sum of $19,387 4½ reals of silver, to which the statement marked No. 1 amounted, of the debts due by the Indians and traders of the said town, and in relation to what they had negotiated in the month of April, 1810, in the town of Tuscatalofa, they agreed, as shown by document No. 2, authenticated by your Lordship, and its translation, No. 3, to cede and transfer to the house of John Forbes & Co. in payment and compensation of said debts, two tracts of land contiguous and adjacent to those which, in the month of August, 1806, the said chiefs had unanimously ceded to the house of Panton, Leslie, & Co., and the title your Lordship was pleased to despatch on the 3d of December of said year; and as the said chiefs and head men assembled again in the month of April last, at Prospect Bluff, on the Appalachicola, ratifying the said cession and transfer in favor of John Forbes & Co., appointing deputies to assist with the Surveyor to the demarcation and limitation, as is shown by document No. 4, and its translation, No. 5, having accomplished all that is shown in the act signed in the fort of St. Mark's de Appalachie, before its Commandant, Captain Marcos de Villiers, by the commissioned chiefs, and which is annexed under No. 6. No other formality remains to be fulfilled to the conclusion of this affair, but that your Lordship should interpose his authority, ratifying said cession, and, using the powers which the King has conferred

on him, to order the expedition of the title in form, and in the same terms as the one which was made to said house represented by that of Panton, Leslie, & Co., the original record remaining in the office of the Secretary of this Government, after both these titles being registered in the office of the Surveyor General, Don Vincente Sebastian Pintado; a grace which he hopes to deserve of your Lordship. Pensacola, 7th of June, 1811.

JUAN INNERARITY.

DECREE.

Pensacola, 8th of June, 1811. As he asks, with the understanding that Forbes & Co. shall not dispose of or alienate the land in question without the positive notice of this Government, and that their concessions shall be understood in the same terms as that whose titles were given in 3d of December, 1806. FOLCH.

I, Don Francisco Maximilian de St. Maxent, &c. (his titles,) do hereby certify that the above testimony is conformable to the original record which exists in the office of the Secretary of this Government; which original title has been delivered to John Innerarity, as attorney of the house of Forbes & Co.; and to show it, I give the present under my hand and seal, and countersigned by the underwritten Secretary of this Government. Pensacola, 20th of December, 1811.

FRANCISCO MAXIM. DE ST. MAXENT.

PABLO DE LARIN.

YEAR 1811.

Copy of the original title of confirmation to two tracts of land, ceded by the Lower Creeks and Seminole Indians to the house of John Forbes & Co., in compensation of the debts which they had contracted to said house.

No. 5. Don Vincente Folch y Juan, Brigadier of the Royal Army, Civil and Military Governor of this province of West Florida, (his titles.) Whereas John Innerarity, attorney of the house of John Forbes & Co., established in this province for the Indian trade, with royal approbation, since the year 1785, presented to me a petition of the 7th instant, stating that, in consequence of the council held by the principal chiefs and head men of the Lower Creeks of the rivers Chatahoochie and Flint, in this place, on the 22d of January of the present year, presided over by me, to agree on the mode of paying to the said house the sum of $19,386 4½ reals of silver, due to them by the traders and Indians of said towns, according to the statement which he presented, and which I caused to be annexed to the record, to which congress assisted the chiefs and head men here mentioned, to wit: Tuskanucky Hopoi, Coweta Mico, Coweta Tuskania, Hothlepoi Mico, Yaha Hadjo, Mico Nupa, Tuskanucky Chackchuckany, Ufala Mico, Hopoi Mico, Yohalla Emathla, Efa Mico, Toothea Tuskanucky, with James Durosseau, Interpreter of his Catholic Majesty, Thomas Miller, Interpreter of the chiefs, and Manuel Gonzalez, Interpreter of the Government, and referring to what had been negotiated in the month of April of the last year, 1810, in the town of Tuscatalofa, they agreed and resolved, in payment of the said debt, upon the cession and transfer of two tracts of land, contiguous and adjacent to those which, in August, 1806, the said chiefs ceded for like motives to the house of Panton, Leslie, and Company, which act of the present cession was extended in English, because many of the said chiefs understand it, were signed by them and by the said interpreters, after these had well and particularly apprised them of its contents; and it was annexed to said record, with its translation in Spanish, under No. 2 and 3; and as the said chiefs and head men assembled in the month

of April last, at Prospect Bluff, on Appalachicola, and ratifying the second cession of transfer, did appoint deputies to assist to the demarcation and limitation of the land, which they executed, signing another act, which they presented, with its translation, No. 4 and 5, in which are found the names of the chiefs and head men following, to wit: Hopoi Mico, Yohalla Emathla, Capitchy Mico, Hopoi Cachee, Micosuki Tuskenia, Cowessa Emathla, Yohalla Hadjo, Ninnyhomaghta Tuskanucky, Ufala Mico, Ufala Hadjo, Talaghta Hadjo, Wascissa Tuskanucky, Tuskanucky Chackchuckany, Tuskay Hadjo, John Meally, and Daniel Blue, deputy surveyor, Wm. Hambly, interpreter, and Edmund Doyle, agent of the aforesaid house of Forbes and Company; and being authenticated, the said act by the certificate of the Commandant of fort St. Mark's, Captain Don Mark de Villiers, in presence of two assisting witnesses, on the 25th of May last, and disposed likewise, that with its translation it should be annexed to said record, as likewise the act passed before the said Commandant of the fort of St. Mark's, which he presented under No. 6, in which the deputation of the chiefs composed of Capitchy Mico Kenache, Cacha Tuskanucky, Aja Mico, Cosa Hacho, Yahola Emathla, Falsa Hacho, Ninnyhomata Tuskanucky, extensively declared to have concurred with the surveyor, Daniel Blue, the interpreter, William Hambly, and Edmond Doyle, attorney of said house, in running and marking the boundary line of said lands, to avoid all doubt and difficulty, and that there should be none at any time, they stated that it did begin at the mouth of the Appalachicola river, the line running on its west side; it ascends the lake Wimico three miles above its mouth, which is known by two cypresses marked with crosses, and running thence through the woods for the distance of one chain south, to a blazed cypress; and not being able to follow the line any further, owing to the bad road, but its direction is to the south, 72° west, a sup-

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posed distance of 1,280 chains, being marked in a pine at the end; thence following south 30° west, one hundred chains, to a pine marked with a cross on the margin of the marshes; thence it continues by water one and a quarter miles, south 14° west, to the westernmost point of St. Vincent's or Deer island, including that in its whole extent; thence following the Appalachicola river, and beginning at the commencement of the former line of the lands already ceded to the house of Panton, Leslie, and Company, and descending the said river, it follows its course in it to the mouth of bayou Coosaph Cuchee, or Sweet Water creek, and following said bayou in its various courses to its spring or head, where is a walnut or hickory marked with a cross; thence crossing the trail, it runs by land north 69° east, twenty-six chains eighty-five links, where there is a pine marked with a cross; thence north 58° east, eleven chains forty-seven links, to a pine marked with a cross; thence north 65° east, eighteen chains fifty-eight links, to another pine marked in the same way; thence twenty-six chains thirty-six links, north 42° east, to a pine with the same mark; thence north 75° east, sixteen chains and nine links, to a marked pine; thence north 40° east, twenty-two chains fifty links, to another pine with the same mark; thence north sixty chains and thirty-six links, to a pine with the same mark; thence north 24° west, five chains, terminating at another pine marked; thence north 35° east, twenty-four chains, to another pine marked; thence north 82° west, two hundred forty-one chains, to a pine marked with a cross, where it strikes the line of the lands already ceded to the house of Panton, Leslie, and Company; thence following its course until it crosses the Ocklockney, and continues to follow its course for five and a half miles, where there is a pine marked with a cross; thence it runs south 80° east, thirty-two chains, where there is another

pine with the same mark; thence it runs south 68° east, twelve hundred and fifty-one chains fifty-one links, where there is an oak marked with a cross, on the west bank of the St. Mark's, a short distance above where it runs under ground; the line continues thence through the neighboring woods, making for where it again rises; thence down through the middle of the river, to where it unites with the sea. And the chiefs having reconnoitred the said limits, to wit: Nocose Opoi, Cowa Emathla, Tuskanucky Hacho, Mico Hacho, and Nocose Hacho, they approved them, and considered them as correctly done, although they did not assist at their demarcation and limitation; and they signed it before the Commandant of Appalachie, the witnesses and interpreter, as shown at the end of document No. 6; and the account of the expenses occasioned by this affair having been presented, which amount to 3,492 dollars 6½ reals of silver, I have ordered it to be annexed to the record as No. 7. And I decreed the aforesaid petition on the 8th instant, in the following words: "As he asks, with the understanding that Messrs. Forbes and Company shall not have power to alienate the land in question without the positive notice of this Government, and that their concession must be understood to be in the same terms as the one whose title was delivered on the 3d of December, 1806. In its virtue, the said John Innerarity, as attorney and agent of the house of Forbes and Company, concludes by praying me, in his petition aforesaid, to interpose my authority in due form to ratify the cession of the two tracts of land referred to, and which have been designed by the Surveyor General of this province, Don Vincente Sebastian Pintado, in the figurative plan which he has made, and which accompanies the original record: therefore, using the powers which the lord our King (whom God preserve) has conferred

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upon me, and in his royal name, I confirm and ratify to Messrs. Forbes and Company the cession of the two tracts of land already explained, made by the Seminole and Lower Creek Indian nations, represented by their principal chiefs and head men, fully empowered; and I give them power to take possession of the said land within the courses, dimensions, and distances contained in the figurative plan, and in the certificate of the boundaries, which original record, with a copy of said plan, shall remain in the office of the Secretary of this Government, notice being taken by the said Surveyor General, not only of this title, but likewise of that despatched for similar motives in the year 1806, and of that of the island ceded to John Forbes in particular, in order that all that is necessary to these concessions, and the motives on which they are based, be shown in its archives; and I declare and impart to the said house of Forbes and Company entire and direct dominion, in order that, as their property, they may enjoy, possess, sell, cultivate, or alienate them, on the terms explained in my decree inserted in this title. In faith of which I have caused the present to be despatched under my hand and seal, and countersigned by the underwritten Secretary of this Government. Given in Pensacola, June 15, 1811.

VINCENTE FOLCH. [L. S.]

By order of his Lordship,

PABLO DE LARIN.

I, Francisco Maximilian of St. Maxent, Colonel of infantry, Lieutenant Colonel and Commandant of the regiment of infantry of Louisiana, Provisory Civil and Military Governor of this province of West Florida, do hereby certify that the foregoing copy is agreeable to the original title despatched in favor of the house of John Forbes and Company, and delivered to their attorney, John Innerarity. In faith of which, I give

the present under my hand and seal, and countersigned by the underwritten Secretary of this Government. Pensacola, 20th December, 1811.

FRANCISCO M. DE ST. MAXENT.

PABLO DE LARIN.

In the ever faithful city of Havana, on the 8th of November, 1827, in consequence of a decree under date of yesterday, of the most excellent Intendant of army, General Superintendent of the royal finance of this island of Cuba, and of that of Porto Rico, I have delivered this bundle K, which corresponds with the archives of the Surveyor General of the two Floridas, to Colin Mitchell, merchant of this place, under the proper receipt, which he gave me this day, in continuation of the aforesaid superior decree, with the obligation of returning it to this office as soon as he shall have effected the purpose alluded to in his petition upon which the decree issued.

VINCENTE SEBASTIAN PINTADO,

Surveyor General.

I, Achille Murat, sworn interpreter for the Superior Court of the middle district of Florida, do certify that the foregoing is a faithful translation of the Spanish documents contained in the accompanying Leg'o K.

ACHILLE MURAT.

EXHIBIT No. 2, B.—TRANSLATION.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature which gives authority to the annexed document of Don Antonio Maria de la Torre y Cardenas, of the Council of his Majesty, his Honorary Secretary, with exercise of decrees, and Proprietor of the Secretaryships of this Government and Captaincy General, is the one he generally

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uses with his own hand, and that full faith and credit are to be given to it. In testimony whereof, I sign the present in the Havana, sealing it with my coat of arms, the 13th of October, 1827.

FRANCISCO DIONISIO VIVES.

Don William Panton having requested two passports for the regress of his vessels, and to be furnished out of the royal magazines, he paying, with the powder and balls he wanted to continue his commerce with the Indian nation, a proposition which I favorably seconded in my official letter dated the 3d of January, your Lordship was pleased, in your answer of the 14th of February last, to enter into a wide exposition against the commerce of said house, noting from the beginning that you had not been able to collect, as you wished it, the most important points, to leave our responsibility the least exposed: that is to say, *if this concession to that house is perpetual or temporary; if, in case it has terms, they are at an end, or have been continued by the court or by the chiefs of this colony, if we are authorized to do that, especially without having first attempted, with all possible means, to have a national house or company to undertake the said trade in all its parts, and with all the privileges enjoyed by the present house, &c.* I can at once assure your Lordship that the concession is temporary, and of course has no fixed term, nor have they been enlarged by the court or by the chiefs of this colony, whilst I have in my power documents showing that every possible means has been tried to nationalise this trade, and that the house of Panton itself had contributed to that effect its representations, directed not only through the Governor, Esteven Miro and Baron de Carondelet, but likewise through the hands of the Intendant, Don Francisco Rendon. I hope to prove my exertions in

the body of this official letter, although it will be necessary to make it longer than I wish, as well in order to satisfy your Lordship as to vindicate the justice of the disposition of my predecessors, and the rules established by my own in maintaining this trade, which no Spanish house can undertake. Soon after the place of Pensacola had been conquered by the arms of his Majesty, and more particularly since the treaty of peace concluded between our Lord the King, and the King of Great Britain, in Versailles, on the 3d of September, 1783, the indispensable necessity was seen of drawing under the dominion of his Majesty the numerous Tallapoosas, Suwannees, Alabamas, Choctaws, and Chickasaws; considering, at the same time, the scarcity then existing in the province of goods suited for trading with them, the only way of fixing their friendship and subordination; therefore, in May, '84, the Governor of this province, Don Esteven Miro, with the agreement of the Intendant, Don Martin Navarro, held talks in the place of Pensacola and Mobile, in order to carry this idea into effect. Since the 1st of January of the said year '84, the celebrated Tallapoose half breed, Don Alexander M'Gillivray, together with the principal chiefs of his nation, had energetically shown the propriety and mutual benefit which would result from taking active and effectual measures to befriend the nation, if Spain wished to defeat the efforts which the Americans were making towards the same end, showing themselves extremely jealous of the good reception which had been given to the Indians in Pensacola. And to show that the method which deserved principal consideration was to send a complete assortment of goods for trade in the nation, as the British used to do with the Indians, to maintain them in their devotion and respect, and likewise because they served better those who best supplied their wants. And he said

that there was a stipulation, or convention, made to that purpose in the articles of delivery of East Florida, stating that the Indian traders should continue their commerce, and that this was still more necessary for West Florida; and he accordingly asked permission to bring a quantity of goods, by water, from St. Augustine to Mobile. Before holding the talk, in a letter of the 26th of March, 1784, I proposed that the Deputy Governor of the Indian Department, Col. Don Gilbert Antonio Maxent, should enter into partnership with the house of Forbes & Co., which, ten years before, since the time of British dominion, had their house and stores established in St. Augustine, and in the neighborhood of St. Mark's de Appalachie. Although this last port was then abandoned, it being worthy of remark, that, at that time, Spain had not taken possession of East Florida, although orders had reached from England to that effect. But McGillivray was in a hurry, as well for the good of his nation, as because the soundest policy advised to establish an intimate connexion between these nations and Spain; and, therefore, before the conclusion of the treaty of peace, this wise half-breed had the precaution to direct himself to the Governor of Pensacola, Don Arthur O'Reilly. Two days after this letter, I proposed that Don William Panton should come with him to the talk at Pensacola: this could not take place then, although it had been agreed upon. The talks were held, and the Governor, Don Esteven Miro, and the Intendant, Don Martin Navarro, found themselves compelled to have recourse to extraordinary means. One of them was the permission ceded to Don James Mather, to bring, in the shortest time, from London to Pensacola and Mobile, two vessels, entirely loaded with Indian goods. It is to be observed, that, although the royal *cedula* of commerce granted to Louisiana, which permits the inhabitants to supply

themselves with goods in the kingdoms of France, was then already in force, the Governor had very powerful reasons for taking the resolution in the preceding paragraph, and these reasons were amply explained to the court through the Count of Galvez, then Captain General of these provinces; but as they very well applied to the answer I am giving your Lordship, I shall show them here, literally copying them from a part of an official letter, directed on the 1st of August of the said year of '84, by Don Esteven Miro, to the said Count Galvez.

"The first reason," says this prudent chief, "is because there is not in this province any merchant having, like Mather, a sufficient credit in London to bring quickly the required cargoes; the second reason is, because the prices of the Indian goods are lower in England than in France; and as the nations have always been provided with them, this circumstance, united with the former, makes this the only eligible expedient. The third reason is, that the ornaments and trinkets of silver, to which the said nations have been accustomed by the British, cannot be had elsewhere than in London, whence it would have been necessary to bring them to France, in order there to make the assortment—a very difficult undertaking, on account of delay, or, in case of overlooking it altogether, a great disappointment to the nation. The fourth reason is, that, not being able to make this trade with Spain, I conceive it is not more injurious to do it with England than with France, it being only for the once, and to relieve myself from the difficulty in which I find myself placed, in order to fix the friendship of some nations whose enmity would be exceedingly injurious, being persuaded besides by the permission granted to Col. Don Gilbert Antonio Maxent, to bring from Ostend a load of British goods, which are those that in

part have served to make the general present. The fifth reason is, its being a point of the greatest importance that the Americans should not enter into this trade, as they will endeavor to draw the nations to their party, even if it were without profit, or losing something in the beginning. It is necessary to take effectual means of ensuring the arrival, by the end of the year, of the goods for this trade, which would not be possible if I were to confine myself to communicate this difficulty, and await the result. For all these reasons, I feel assured that his Majesty will deign to approve this determination, as an offspring of my zeal and good wishes for his service." The Governor, Don Esteven Miro, concludes by requesting that his Majesty would provide, in any way most consonant with his royal pleasure, to keep in future the trading stores well furnished, either by making the importation from Europe, at the cost of his Majesty, or of private individuals, or by giving him power to grant them to the merchants who should offer, under the conditions his Majesty should impose, especially as to what relates to the ports from which the importations should be made. The said Governor and Intendant of this province made similar representations directly to the Court, informing it of what had occurred in the talks, and of the measures they were taking in consequence. The royal order of 10th of April, 1785, shows how much credit the said Governor gained from the royal clemency: this order is directed to the said Governor by the Minister of the Indies, most excellent Don Joseph de Galvez, and its literal import is as follows: "By the representation of your Lordship of the first of August last, and by the enclosed documents, the King was apprised of the happy conclusion of the talks held with the Indian nations, Tallapoose, Chickasaw, Alabama, and Choctaw, to establish with them

the peace and friendship which is necessary to the mutual security and interest; and you have deserved the approbation of his Majesty for what you have done in this business in his royal name, assisted by the Intendant of that province, and the Commandants of Pensacola and Mobile; and in order that the Captain General, Count Galvez, be instructed of this, I give him notice, by a royal order of this day, of the resolution of his Majesty, directing him to take the necessary steps in this matter. I communicate this to your Lordship for your satisfaction and government." It is necessary to keep in mind that, by the royal orders of the 20th of November, 1784, and 10th of April, 1785, the same minister approved all the provisions which had been made to hold the talks, and other things. Until the 20th of April, '89, that Don William Panton remained alone entrusted with the general trade of the Indian nations, Tallapoose, Alabama, Choctaw, and Chickasaw. Precarious and temporary dispositions were taken as the circumstances required, through thousands of difficulties and embarrassments—annual expeditions being made by Don James Mather and Don William Stoder for Mobile, and Don William Panton for Pensacola. The King being instructed in time of the obstacles and embarrassments which were encountered at every step, in the continuation of this trade, commanded, by a royal order of the 10th of October, 1785, which the most excellent Count Galvez directed to this Government, permitting to the subjects of this province to make one or two expeditions a year to the neutral ports, without distinction of any, in order to get goods proper for the object, according to what the Governor and Intendant should consider authorized by the circumstances. By a royal order of the 30th of May, '86, his Majesty, after repeating the same disposition, which was confirmed by the opinion of the Cap-

tain General, Count Galvez, was pleased to increase the number of the expeditions, limited to two by a former royal order, in all necessary cases, so as to let him use his authority in the way he should think best for the service of the King. By a royal order of the 12th of November, 1786, his Majesty approves the measures taken to conciliate the Indians of both Floridas, in date of the 23d of March, '89. The execution of the resolution of his Majesty, on the report of the Supreme Board of State, about the exemption of duty, which had been solicited by Panton, was begun by the Captain General of this place. By a royal order of the 25th of January, his Majesty extended the exemption of the six per cent. duty, granted in the said order of the 23d of March, to the goods imported in '88, and to the skins which had been exported in March and April preceding. The Captains General of these provinces were equally aware of the importance of paying the greatest attention to the conservation of the trade with the Indians; and although I could extract a considerable number of provisions, as they are all similar to, or in consequence of, the royal orders directly communicated by the Court, in order not to increase the already too great bulk of this official letter, I will confine myself to the selection of those only which support my statement in my official letter of the 3d of January of this year.

In date of the 24th of October, the Captain General, Don Joseph de Estepelata, thought proper to make every possible effort to keep the exclusive trade with the Tallapoose nation; for although it left us no other profit than the cultivation of their friendship and trade, without which they would soon become intimate with the Americans, it would still be of use to us; besides, by protecting and aiding the Tallapooses in their just pretensions, a barrier very advantageous to us

would be formed between our possessions and those of the said Americans. If, on the contrary, they were abandoned, they would infallibly look to the English for help, and continue to receive it, as they had begun to do. He did conceive that the freedom from duties, to which Don William Panton then pretended, for all the goods to be used for the Indians, was not less proper, considering that a house or store being necessary, were to provide us; and there not being at the present time any other who would do it, the propriety is palpable of letting the thing remain so until a better occasion should offer, as would be a Spanish or French house, who would give to McGillivray an interest in their profits; for without his support he thought it impossible to deliver us from Panton; nor was his not having taken the oath of fidelity an obstacle to his being employed for our benefit, even if he should make his ordinary profits; for he is not construed by his establishment to be a subject unless he chooses. The Captain General, Don Lewis de las Casas, together with the Intendancy of the Havana, agreed to furnish to Panton the "*fanega*" of salt for ten rials, whilst the inhabitants were paying twenty. Your Lordship must here observe with how much condescension the house of Panton was already treated, in giving them at reduced prices goods which his royal Majesty had collected in his royal stores, and that even in the midst of a scarcity which was then prevailing in Havana.

Lastly, under date of the 5th of February, 1791, he said to the Governor, Don Esteven Miro, that, if the knowledge he had of this province, and of Indian trade, should suggest to him that the concession of any license to Panton to fulfil his trust, and preserve by it the friendship of the Indians, would be advantageous to the monarchy, he should not detain himself in granting it to him; for when the King conferred upon

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him the Government, he reposed his sovereign confidence in his integrity, zeal, and prudence, in order that in particular cases he might deviate from the customary rules for the service of his Majesty; nor could any fear exist that his royal justice would ever punish any thing but the abuse. Similar provisions were communicated, as well by the King as by the Captains General; it being well worthy of remark, the perfect accord which has reigned in the representations of both Governments, without their having ever communicated or conferred on the subject—an evident proof that the motives which determined them to preserve this trade as it is are known and stable, there not being any other way of preserving the friendship of the Indians, and promoting the best interest of the King. From this long exposition, your Lordship must not be surprised, that, in all he has read, he has found nothing but the particular attention which my predecessors have deservedly paid at all times to the preservation of the house of Panton on the privileged footing on which it exists, under the supposition that this is, if not the only, at least the principal and most effective way to preserve for the King this interesting colony; and your Excellency will believe its existence not only necessary, but very useful; far from believing its trade very irregular, injurious, shameful to the nation, and bordering upon the scandalous. Your Lordship will likewise know the considerations which induced my predecessors, since the Count Galvez, to elevate to the throne their representations about the commercial house of Panton, successively obtaining the privileges which to your Lordship seem so irregular. I conclude by observing to your Lordship that my predecessors were not the only persons who thought in this manner; for it remains a constant fact that the Governors of East Florida, since the Marshal of Camp Don Manuel

Vincente de Zespedez, entirely independent of this Government, persisted, without declining one hair from the same ideas, because bordering, as well as this Government does, upon the Tallapoose nation, were brought to repeat the same ideas about the urgent necessity of favoring the said house, representing it to the King in that light, not only without consulting this Government, but without knowing what was doing here in the matter. The ideas and opinions of both Governments were necessarily presented to the Captaincy General, which reported on them to the ministry. From the union of so many opinions, various, although in effect the same, resulted the conservation, tranquillity, and security of the Indian frontiers, and the privileges which caused so much surprise in your Lordship, granted by his Majesty, Charles the Third, of glorious memory, and increased by the munificence and generosity of our present gracious sovereign.

The opinions of so many of my predecessors, chiefs of both Floridas, Intendants of these provinces, and their Captains General, seconded by different ministers, and finally approved by the King, are to my mind too respectable to permit me, new as I am in the country, having come only two months before your Lordship, without more experience in the matter than that which, in the midst of other very important occupations, I have been able to acquire since the middle of September last, to constitute myself a reformer of dispositions founded, as I must believe, in the sound reflection and knowledge of the houses; being at once persuaded that all that has been understood and reported by so many illustrious individuals would be supported in the present day at the foot of the throne, as well by those who, informed of the local interest, made the representations, as by those who decided at the distance of two thousand leagues. Every thing is liable to error; but that the

opinions, more or less uniform, of so many good servants of the king, should be vicious or erroneous, seems to me very improbable, if not entirely impossible.

I must confess, that, at my entry of the government, I was as much surprised as your Lordship, at finding established in these provinces a foreign house, protected, and in a certain way interwoven with the political operation of the government, as far as relates to the Indian affairs—affairs which, at my arrival, called all my attention, forming even now one of its principal objects; and I must confess that the more I have studied and looked on the matter, the more have I remained persuaded of the soundness of the policy pursued by my predecessors, by interesting themselves in the existence of this said house of Panton, having understood from impartial channels, that, at the time of the cession of both Floridas to England, and a long time before, the inhabitants of the "*presidios*" of Pensacola and St. Augustine, Appalachie having been abandoned, were so much incommoded and harassed by the Indians, that they were not able, without imminent danger to their lives, to go from under the guns of their respective forts, and were still less able to cultivate the lands and raise cattle, depending almost entirely for their subsistence on the always precarious importations from beyond seas, and of course always very expensive, which were brought them from Havana, every attempt at industry, multiplication, agriculture, and trade, being paralyzed in its beginning. My predecessors, in order to obviate these old evils, and to draw some profit from these provinces, when they were restored to Spain, thought, and it seems to me with much propriety, that it was proper to follow the same plan adopted by the British, in order to gain and ensure the good will of the Indians, furnishing them, besides the presents, goods for their use, in exchange for their skins.

The Indians having no other law, order, or reason, than their own will and caprice, did insist, in the talk held in Pensacola in the year 1784, that they should be supplied, in exchange for their skins, exclusively with British goods, in which it was necessary for the Government to satisfy them, for the reasons already shown, gradually drawing by that to its devotion savages who, for more than a century, had been irreconcileable enemies to the Spaniards, the number of villages or families being very small who used to resort to those "*presidios.*"

For this end our Government made choice of Don James Mather, for the reasons explained in the beginning—an operation which has vastly contributed to the ruin of that honorable merchant, and involving with him a few others; but at the same time, the half breed, Don Alexander McGillivray, and all the other chiefs of the Tallapooses, required that Don William Panton should continue with them the trade, which he had carried on for the ten last years under the British dominion, to the entire satisfaction of the nation, as I have said before. Your Lordship cannot doubt of the repugnance with which Government did admit the British goods and merchants; this is indicated by the multiplied representations made by the Government upon that particular subject: but besides, where was it possible to find, in order to draw the Indians into friendship, Spaniards acquainted with the nature of this trade, and disposed to adventure their capitals at the mercy of cunning Indians, and half breeds and half barbarians, whose tongue and wild habits were perfectly unknown to them. If your Lordship will take exact and impartial information on this subject, you will perceive that the Indian trade is not to be undertaken with twenty or thirty thousand dollars; those who choose to follow it must have a credit far superior; and the good faith of this people is so precarious, that the trader

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may congratulate himself if he can annually recover the half of what he has credited, and even that he cannot do without giving new credits; so that his capital is always in the air, without any other law or justice to which to appeal than the capricious will of his uncivilized debtors, it being a great deal more common than is generally supposed for some of them not to pay at all. The Colonel Don Gilbert Antonio of St. Maxent, Don James Mather, and Don John Baptiste McCarty, were obliged to leave this trade, after being ruined. Panton is the only one who knew how to support himself, and this not without having suffered from several bankruptcies by the bad correspondence of the Indians during the French war, and during the present one with England. Several of his vessels have been taken by corsairs of either nation, occasioning to the house a very considerable loss, which, if I recollect right, exceed one hundred and fifty thousand dollars; and in in the year 1789, they lost at once goods to the value of 15,000 dollars, by that bandit Bowles, (actually engaged in exciting insurrections among the Indians, and protected as well then as now, by the British Government,) having destroyed their store-house in Appalachie. Although the just zeal of your Lordship will have tried to take the best information upon the said house of Panton, still I conceive that it has not been furnished with due impartiality and justice. I infer this from your Lordship seeming to believe that this said house enjoys the third part of the trade of the province, and that their gains amount annually to two hundred thousand dollars. I find these two propositions so much more difficult to be demonstrated from their including in themselves their own refutation. Only two vessels, none of them above two hundred tons, are permitted to be entered annually in the harbor of Pensacola by Panton, and in the river there are entered

in a common year more than one hundred and fifty. The population of Pensacola is so small, that taking away the battalion of Louisiana, they would not in one year consume in dry goods the fourth part of the cargo of a schooner; and for what is of the said battalion all that is necessary for their dress is provided from this place.

It is true that Panton remitted annually one or two boats in this river with goods for the Indians above the port San Fernando de las Barancas, opposite the camp of the Esperanza, for the Chickasaw Indians, which he has not done for two years; but it is likewise true that he has undertaken and followed this trade with repugnance, and only to please the Government, which required him so to do, to accommodate that nation. I am not unaware that individuals of this country, driven more by their own conscience than by their zeal for public good and the interest of the King, have denounced the house of Panton, representing it to the Court in that light; but from their surreptitious efforts nothing more has resulted than the firmer establishment of the house. I must record here, that, since the independence of the United States, and since the two Floridas were returned to Spain, the inhabitants of Georgia began a trade with the Tallapoose nation, thinking they would make great gains with an insignificant capital of fifteen or twenty thousand dollars; the consequence was successive bankruptcy, and thence disagreements between the Indians and the whites, and mutual hostilities on the frontiers of the said State, until the executive Government being alarmed, engaged itself finally to pacify the Indians, and to establish stores on the frontier, under the condition of furnishing them from England at cost. In the year of '90, the said executive succeeded, by promises and threats, to bring to Philadelphia the half breed Don Alexander McGillivray, where, be-

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sides making him costly presents, and giving him the rank of Brigadier in the armies, they offered, through him, to the house of Panton, advantages still greater than those given by the Spanish Government, if they would situate themselves on the frontiers of Georgia. It is in consequence of these insidious propositions that the Court thought proper to give to McGillivray an annual pension of four thousand dollars, besides the free entry of British goods, which had already been granted to Panton. McGillivray died two years after, his pension ceasing, of course, but Panton remaining with the privileges previously given to him. All this relation, although diffuse and hastily written, is no more than an imperfect sketch of the reasons which induced to grant to Panton the advantages which he now enjoys. And as to the present circumstances, which, more than ever, are critical, by the general discontent reigning among the Indians, exasperated by the demarcation of limits, and particularly by the presence in the nation of the adventurer, William August Bowles, I am firmly persuaded that any innovation made on the house of Panton will be extremely injurious to the royal service, and the public tranquillity of these provinces. Your Lordship is aware of the expenses occasioned, and which will be occasioned, by the arrival of Bowles. If the house of Panton is destroyed, in which we should fail from the justice and decorum of a nation, the Indians would rebel, and more than ever receive Bowles; and an armed force will be necessary to stop their robberies, and cause our frontiers to be respected. This shows us the necessity of keeping Panton so long as the interests and decorum of our nation shall not be compromitted. I must add, that the conduct of Panton, since sixteen years that he has enjoyed the Spanish protection, has always been so honorable, that he has never given the smallest reason to doubt the fidelity which

he has sworn to Spain; but, on the contrary, he has always given, and is now giving, unequivocal proofs of his attachment and good intentions. In order to put another in his place, as he has already proposed and endeavored to do three times, it would be first necessary to ascertain if he has the capital, experience, and other necessary and indispensable qualities, to carry on the trade as it ought to be done among savages, in a territory of four hundred leagues, taking into consideration this circumstance, that the Indians do not choose to receive or trade but with British goods. I forgot to tell your Lordship that the prudence of my predecessors agreed with the said house, which likewise has several times made the same proposition, to admit subalterns, Spanish hunters, and traders; but this wise stipulation has remained without effect, for want of any person presenting himself, fit for that purpose, and disposed to trust himself among the Indians. If, in the time, therefore, of profound peace, which, since American independence to the year '96, has reigned in these frontiers, the house of Panton has been considered as good and useful to the public by so many chiefs of these provinces, so many ministers, and two kings, much more must it be so in the existing critical circumstances referred to above. As I have already expressed to your Lordship in another official letter, I am not far from agreeing with your Lordship upon the furnishing of powder and balls, by paying their value in cash to the royal finances; but I do not agree with your Lordship as to the facility the house of Panton has of smuggling these articles, for it has tried to do so several times, and it is very difficult, the seas being so much frequented by corsairs. Finally, I am very far from looking with indifference on this trade in the hands of strangers, when I consider that the skins are not consumed by us; that even England has been obliged to grant some privileges and reductions of duty in favor of the

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house of Stratham and McKenny, where the house of Panton, Forbes, & Co. provide themselves; when the repugnance of the Indians to use any other goods but the British, which, I think, they could get as good in France or Spain; when all the impossibility for any Spanish house to make this trade without ruining itself; when I see that it cannot be divided between many houses, but that, necessarily, it must be conducted by one, if it looks to its interests, no other part remains to me than that of submitting to necessity, until better times, in a profound peace, having ascertained the demarcation of boundary, having separated, and having gradually disaccustomed the Indians, other measures may be commenced; a time which I foresee to be distant; and therefore I should wish your Lordship to be certain from now of all my influence, as soon as the proposition will present advantages, uniting the better service of the King, the tranquillity of these inhabitants, and the encouragement of the national commerce, which is now so far behind hand. God preserve your Excellency many years. New Orleans, 5th of March, 1800.

THE MARQUIS OF CASA CALVO.

To Don Ramon de Lopez y Angulo.

A true copy. VINCENTE FOLCH.

Don Antonio Maria de la Torre y Cardenas, &c. (his titles.) I certify that what precedes is a copy of an official letter of the most excellent Marquis of Casa Calvo, which exists in original in the archives of the two Floridas, which are in this office, at my charge, and in virtue of a decree of the most excellent Captain General of this island of the 19th of September last. I give the present in Havana, the 13th of October, 1827.

ANTONIO M. DE LA TORRE Y CARDENAS.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 3, C.—TRANSLATION.

Don Francisco Dionisio Vives, &c., (his titles.) I certify that the signature of Don Antonio M. de la Torre y Cardenas, of the Council of his Majesty, Honorary Secretary, with exercise of decrees, and proprietor of the Secretaryships of this Government and Captaincy General, which gives value to the annexed document, is that which he habitually uses with his own hand, and that full faith and credit are to be given to it; and in order to show it, I sign the present in Havana, sealing it with my coat of arms, on the 13th of October, 1827.

FRANCISCO DIONISIO VIVES.

Most Excellent Sir: By a royal order of the 26th of February of this year, your Excellency tells me that the house of Panton, established in Pensacola, and entrusted with the trade by which the Indian nations residing between the United States of America and the possessions of our Lord the King in the Floridas and Louisiana, are supplied, has frequently solicited from his Majesty an indemnification, which, at the same time that it would compensate for the many losses it has suffered in this trade, would serve as an encouragement in a business in which the security of these provinces seems to be interested. Your Excellency communicates what Panton exposes in the last petition he made to his Majesty, who, persuaded by it, has taken into consideration the importance of which the trade established with these nations can be. Your Excellency requires that I should circumstantially report, with all possible brevity, on the points contained in the said royal order, taking into consideration the services of the said house, its losses, and, finally, the difficulty that there seems to be for another Spanish house to undertake, with equal good success, an enterprise which ne-

cessarily requires a great deal of money, great knowledge, not usually to be found, and, so to to say, a capital of credit and confidence. I am going to do it, not including in this answer the letter of the 5th, because I answer that separately. But, before beginning, I must observe, that, by the treaty of boundaries concluded between his Majesty and the United States, the only Indians remaining to Spain are a few depraved Seminoles, (a Tallapoosé tribe,) who inhabit the point of East Florida from the neighborhood of St. Mark's de Appalachie to St. Augustine. The nations Choctaws and Chickasaws are entirely included in the American territory, to the north of the dividing line, which passes twelve leagues from Mobile, being distant more than forty leagues from the towns of the first, and more than two hundred from those of the second; likewise, the part of the Tallapoosas, best, most numerous, and most friendly to Spain, and all the Cherokees, have remained in the territory of the United States. It would appear from the preceding observation, that the house of Panton should be left to its own speculation, in order that, ceasing the trade, it could withdraw itself; but the situation of these provinces is such, their administration is so much connected and entangled with the Indians, that even to this day the conservation of the trade which the said house affords them is, and must be, one of the principal means in our power (if his Majesty wishes to conserve his dominions) to gain and maintain a preponderancy and friendship among those tribes, in order to constitute them a barrier between the American and Spanish possessions, forming, as they must do, an intermediate country, which it is our interest to keep in our dependence.

This cannot be obtained by any means other than the trade of said house. It is then necessary to recompense the services which it has rendered to Spain, which have, with justice,

been recommended by the various officers of the king in these provinces; the losses which it has suffered being as certain as the advantages which, from this trade, have resulted to the quiet and comfort of these dominions, which would otherwise have experienced considerable injury and damage.

We may likewise be assured, that the losses of this house, since the war with France, would not have been so great if it had not followed that trade with the same activity, under the hope of a recompense which the Government and the Intendancy were under the necessity to offer in order to retain it, and to maintain by that means, as there was no other, the good harmony and peace with the Indians, without which it was not possible to preserve the quiet of these provinces in such difficult times, and opposed to such active and ambitious neighbors, who were always watching the opportunity of gaining influence and preponderance over the Indians, in order insensibly to possess themselves of the trade of these provinces, which, sooner or later, would become theirs, if that misfortune was not retarded by every possible means before it should, as a torrent, inundate the internal provinces of new Spain, limiting with these. I will, therefore, humbly show, what the knowledge I was able to acquire during more than a year that I have had the honor to have this command, dictates to me, citing the informations which I have taken, and the instructions resulting from the many and voluminous files which remain upon this matter in the archives of this office. I must, likewise, admit, that the house of Panton has raised jealousies and envy for the privileges granted it by his Majesty; but I must likewise assure, that they are without cause and foundation; that there is no body able to take their place, nor to render the services which it has rendered to the Government. Thence, no doubt, have originated several mali-

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cious informations, which have caused several discussions between the Government and the Intendancy. The representation to this Ministry, No. 88, under date of the 9th of February, 1797, shows the unfavorable opinion that the Provisory Intendant, Don Juan Morales, entertained as to continuing this house in its commerce, and the sound reasons by which the Baron Carondolet refuted his opinion. Two months had scarcely elapsed after the present Intendant, Don Ramon de Lopez y Angulo, had taken possession of his office, when he directed me the official letter of which the No. 1 is a copy, as No. 2 is of my answer; and I have thought proper to annex them to this paper, because they throw a great deal of light on the present matter, and for the great connexion they have with the four first points which I am going to answer, by your Excellency's order; and therefore I supplicate your Excellency, that, before examining what follows, you should please look at them, for they will greatly facilitate the understanding of all that I have to say. Since the arrival of Don Antonio Villon to this province, and particularly since his formal entry and possession, through the Lieutenant General, Count O'Reilly, the trade of the Indians has been considered, with reason, as a powerful instrument in the hands of Government, if used according to the political policy of the State, to operate against the views of the British, and against the ambitious and hostile designs which the Americans, since their independence, entertain. And it proved such to Don Louis de Unzaga, as well as his successors: the Governors Count de Galvez, Don Estevan Miro, Baron de Carondelet, Don Manuel Gayoso de Lemos, have more or less experienced, according to circumstances; and I myself see it confirmed, not only by the innumerable despatches which, from time to time, have been sent to this Ministry by the said chiefs in these

matters, but likewise by the different occurrences which took place during my Provisory Government, and especially in running the dividing line between the dominions of his Majesty and the United States, and in the defensive operations to which I am obliged to have recourse, without force or money, in order to destroy the designs of that adventurer, William August Bowles. My wishes to ascertain the truth, in order to fulfil completely the commands of his Majesty, will oblige me to lengthen a good deal this paper; but I confidently hope I shall render the reading and consideration of my report supportable, as they have for their object the best and truest service of the king, in a time rendered so critical, and exposed by the changes and variation that the political state of all the powers presents at every moment. Under this supposition, I will answer at once the points ordered by his Majesty, without any more observations. The first part of the royal order consists in asking if the house of Panton has a right to an indemnification. All that has been said until now clearly shows that the house of Panton has a right to an indemnification: it was so understood by my predecessors, and I shall not depart from that opinion. Since the beginning of 1789, that house remained alone entrusted with the general trade of the Tallapoose, Alabama, Choctaws, and Chickasaws and Cherokee nations. It is in this way that, for the greatest part, were removed the obstacles and difficulties which, at every step, were encountered in following the trade with the Indians, which could not have been done by the short, precarious, and provisionary dispositions which had been taken since 1784, to content them, and consolidate a durable peace with them. The Marshal of Camp Baron de Carondolet, in a representation to this Ministry, of the 1st of July, 1798, had included a memorial of William Panton, palpably showing

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the most urgent necessity of a prompt decision, assuring that on it depends the quiet of these dominions of the King, fixing the indemnification which ought to be given in order to engage the house to continue this trade with the same fidelity, and showing the constant success it had had during the twelve years elapsed from its establishment to that time, or admitting the proposition made by the same house, as shown in its former representation, No. 41, dated July 27th, 1794, directed to the Ministry, in which it is advised to buy, on account of his Majesty, the goods of the house, and administering its trade for two or three years, and preventing, in this case, its total ruin, as the rules of equity and its good service require. Both these representations throw as much light as is necessary on the subject, and show with the greatest clearness how urgent it was to adopt either of these two propositions for an indemnification. The Governor and Intendant, confiding in the generosity and justice of the nation, stimulated by the powerful reasons contained in these informations, encouraged and reported them; considering them advantageous and reasonable, did continue to excite Panton to follow the trade with the Indian nations, notwithstanding the losses which he experienced, and those which he inevitably foresaw. Truly it is not to be supposed that the individuals of the house, after such a long experience of so many years, fully acquainted, as they are, with the management of the trade with the Indian nations, and foreseeing the ruin which threatened them if they persisted in it, would have blindly continued, after the public determination, taken by the American Congress, of engrossing it, and making this trade at the expense of the Government itself, their implicit confidence in the two chiefs only could induce them to follow it, being fully convinced that their losses would be compensated from above, as soon as the

important affairs which then absorbed, as they do now, all the attention of the Ministry, would permit it. Thence originated their laudable anxiety and endeavors to fulfil the political views of Government, by preserving the peace and good harmony which ever subsisted with the Indian nations, which was only interrupted, in the present time, by the presence of the adventurer Bowles, who has filled the measure of his misdeeds by destroying and levelling to the ground, in the beginning of September last, all their possessions in the neighborhood of the fort of St. Mark de Appalachie. The hope that their efforts would, in the end, receive a recompense which they had expected, and had been promised them, supported them during the war with France, and has induced them to continue them in the present war against England, by furnishing to the Indians the goods they want, on the same terms that they have always been furnished since the talk of 1784, being well persuaded that this was the only efficacious mode of counteracting the anxious endeavors with which the American Executive tries to gain influence and preponderance with the nations, destroying their connexion with Spain, and exposing the quiet of these provinces. The losses which the house has suffered are immense, as well by the vessels which the French and English have captured, as by the excessive insurance which it has been obliged to pay by the irregular condition in which trade is, not being able to either augment the price of goods which it sells in the Indian trade, nor to diminish that of the skins which it receives in exchange; to this calculation must be added the protests of their remittance, and the depredations of Bowles, which are of public notoriety, and the house does not exaggerate when it says that its losses amount at the present day to the sum of four hundred thousand dollars, more

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or less. It can be easily demonstrated that the American Government has, during the same space of time, spent an equal sum in their attempts to take that trade from the house of Panton, and absorb that of the four nations, Choctaws, Chickasaws, Cherokees, and Tallapoosas; and notwithstanding their efforts, enterprises, and machinations, which they have used directly or indirectly, the house still preserves entire the trade of the Choctaws and Chickasaws. As to the trade of the Cherokees, as their towns are very far from Pensacola and Mobile, and near to the South and North Carolinas, it is in the present day of no importance, the Americans having gradually prevented them from frequenting the store-houses of Panton; and as to the Tallapoosas, the house already complains that the remittances of this year do not reach the half of what they hoped and had a right to expect, as well for the goods they had expended, as by the experience of past years, which no doubt is to be attributed to the robberies of Bowles, and to the distracted state of the greatest part of the nation, through the insolence of the Seminoles, the only tribe addicted to his party, and which we must particularly contrive to gain to ours. Here an unpleasant truth suggests itself to me, which, however, it is necessary to confess at once, and without any more words; and it is this, that Spain owes the remaining in possession of that trade with the Choctaw and Chickasaw nations to its anxiety of excluding the United States from the navigation of the rivers Tombigbee and Temas, which disembogue in the bay of Mobile. These rivers are navigable for flat boats of thirty tons, in some seasons, to the distance of three hundred leagues. If this navigation was once open to the Americans, it would afford to their boundless ambition such advantages, that they would not only seize all the trade of these two nations, but, with gigantic strides, would possess

themselves of that of the Tallapoosas, upon whose territory, since the year '94, they have already begun to establish store-houses, under the inspection of the agent, James Seagrove, of which the ministry of your Excellency has already full notice; and with very little trouble they would possess themselves of all the trade of the Upper Tallapoosas, completely ruining the house of Panton, which would be obliged to abandon the rest, and we would remain without a single Indian on our side, the Americans being able to reduce these provinces to the melancholy situation of a "*presidio*," whose unhappy inhabitants would at every moment be victims of the fury of those barbarians, being partly obliged to guard their fields and cattle with their arms in their hands; the Government on each side of the Mississippi would become powerless, and the Americans and their Indians, insensibly, would introduce themselves among the nations of the internal provinces of New Spain, without that Government being able to stop the progress of the immense projects to which they constantly and ambitiously look forward, and which they inculcate in their youth from their most tender years; and this can be stated with certainty, because they make no secret of it, but, as well private individuals generally, as the Executive of the United States itself, publish that they intend, by means direct or indirect, to absorb all this trade, opening the navigation of the said rivers of Temas and Tombigbee to the same liberty as that of the Mississippi; and although these are the natural channels for the inhabitants of their shores to import what they want, and export their crops, still it is indispensably necessary to prevent it, and oblige them to carry on these operations either through the Mississippi, or through the interior of their territories. The Government must expect many headstrong representations in order to obtain it, but it is necessary positively to

give ear to none, and not be persuaded by the apparent and plausible pretext that they will incessantly urge in order to obtain their end.

It is, finally, necessary in the present day to preserve the house of Panton, through which a great many affairs, which otherwise could not be transacted, are communicated and managed: through it the Government receives the news which may interest it, because the traders, whom nobody suspects, report with sufficient fidelity all that happens: they assist in the conferences of the Indians, or know from them what has been done in them; they give advice of the arrival of any American agent or suspicious person who may introduce himself in their towns: these advices, compared with the propositions which the Indians make in their speeches, or communicate to the interpreter, put the Government in a situation of settling their ideas, and of destroying the views of ambition, or whatever hostile intention they may meditate among themselves, or to which they may be instigated by our neighbors, who are very watchful to draw them to their devotion and interest. The treaty of friendship, navigation, and boundary, which Spain has concluded, had left these provinces in a situation to be affected by the endeavors of the American Government, exactly at a time when secret measures had been taken, which rendered unquestionable our influence and preponderance, by the treaty concluded with the Choctaw nation on the 14th of May, 1792, of which the Baron de Carondelet gave an account in his secret representation, No. 22, of the 5th of December, 1793. By this treaty the four nations which occupied the vast country between the Appalachie mountains, the Ohio, the Mississippi, and the ocean, did not only remain under the protection and at the disposition of his Majesty, but the same did guaranty to Spain her posses-

sions in their proper limits, as much as can he depend on them, against the Americans. It is so that we are not able to employ any other means than those afforded by the Indian trade, being obliged to profit by those which are offered to us by the house of Panton; for the second treaty with the Chickasaws, by which, anticipating the negotiations of the Americans, we took possession of the Barrancas de Margot, four hundred and twenty leagues from this capital, on the Mississippi, notice of which was given to this ministry in No. 53, under date 10th of June, 1795, had the same fortune as the former with the Choctaws, by reason of the treaty of boundary already cited, in virtue of which the said post of the Barrancas, forty leagues from the Chickasaws, and half way between Arkansas and Illinois was ceded, a post which would at all times have insured us the free navigation of the Mississippi, protecting it from the incursions of the Indians. His Majesty wishes to know, on the second point, what indemnification can be given to the house of Panton, in case no other vessel than Spanish, or recognised as such, should be permitted to go to any of our ports. The answer is rendered more difficult and delicate by his Majesty not having been pleased to give a resolution upon the proposition made by the Baron de Carondelet in this said representation, No. 41, concerning the two propositions of the house of Panton, to befriend entirely the nations, explaining the advantages which would result, and showing the imperious necessity in which Spain was of counteracting the ambitious views of these dangerous neighbors. It is certainly necessary to find out a way of remaining in possession of this trade; for, if it is lost, the friendship of the Indians will desert us immediately, and, being exasperated, they will throw themselves into the arms of the Americans; and, if occasion should present, the Tallapoosas would call the British

to the shores of the Appalachie. To show to your Excellency how interesting is the subject of which we speak, I must here remind you of the address which the late President Washington made to Congress in the end of the year of '93. Among the other means which he recommends to it to conciliate the friendship of the Indians, he proposed that the Executive should take charge of this trade, and that the confederation should furnish an adequate sum for that object, making use of the following expression: "Private individuals will not undertake that trade without a prospect of profits, but to the United States it will be enough to be repaid their expenses." In the said April, 1796, Congress passed a law to establish commercial agencies with the Indian tribes, authorizing the President to locate them in the ports and places of their western and southern frontiers he should think most proper, or even in the Indian lands, ordering for this object that eight thousand dollars should be paid annually out of the treasury for the salaries of the agents and their clerks, and that one hundred and fifty thousand dollars should be appropriated for the same trade. Besides other treaties, the President concluded, the 28th of March, 1797, with the Tallapoosas, a treaty of friendship, by which that nation ceded lands to establish factories and military posts in some of the Indian lands. Colonel Benjamin Hawkins, among the the Tallapoosas, and Col. John McKee, among the Choctaws, are trying at the present day, with the greatest exertions of their mind, (by no means ordinary,) to bring the Indians to agriculture and the spinning of cotton. It would be tedious for me to recapitulate the continual treaties, and the great sums that Congress appropriates to the trade and friendship of the Indians; but we must not lose sight of the care with which they have always labored to destroy the trade of Panton with the Che-

rokees, Choctaws, Chickasaws, and Tallapoosas, our neighbors; and it will be soon perceived to be necessary, to preserve it, protect and encourage it, to keep, as long at least as we can, the Indians in our dependence, until, the present system of things changing, we will be able at the peace to find some more effectual mode—it not being easy at the present time to supply its trade in any other way, without running the risk of losing it, and leaving the province exposed. But if, even after all that I have said, neither of the two propositions explained by the already cited representations, No. 41, can take place, it is necessary to see if the third proposition of the said royal order, which I now answer, is admissible. It seems to reduce itself, to permit to the house of Panton to import into the ports of Havana and Campeachy, during the war, and for two years after, ordinary goods, or provisions and victuals, working tools, and engines; exporting, in return, the produce of those countries to Providence, or any other port of the United States. This proposition, as far as I can understand from the context of the said royal order, would perhaps be admirable, if made in other terms, and not so generally; for, as it insinuates "that none but Spanish vessels, or recognised as such, shall go to any of our ports, this clause, in my understanding, is equal to an absolute prohibition; for, supposing that, as the course of trade and system of this house is, it would not deprive it of all hope of compensation in this form, and as the conservation or ruin of its goods and capitals depends upon the decision of Government, I would take the liberty of proposing it as admissible, was it not injurious to the national commerce. Would it not be possible to limit the demand to the moderate privilege of introducing, annually, two vessels of three hundred tons in Havana, and another of the same size in Campeachy, for the term which

has been specified, free of import and export duties for the said goods? It is not my intention to interpret in any way, and still less to discuss the superior dispositions, which I respect, considering them as founded on the most prudent and wise combinations, and accommodated to the policy which suits these vast dominions of his Majesty; but, as sometimes the vagueness of a demand is a cause for its not being decided, I take the liberty to reproduce, in the terms explained by the last paragraph, not believing the concession to be such as would injure the interests of the monarchy, for the reasons which I shall afterwards expose. In the first place, this privilege, considering the present circumstances, and the immense losses which the Indian trade has brought upon the house, presents itself as of very little importance, and will fulfil the beneficial intentions of his Majesty, which I conceive to be to preserve it from total ruin, for having expended large capitals, and the whole extent of its credit, and the best part of the lives of six individuals, in his Majesty's service. In the second place, the Government, and likewise the house, will be put into a situation to counteract with the corresponding strength and warmth, and with the proper efficacy, the gigantic efforts which the United States are making to acquire an absolute and permanent influence over the Indians, giving besides, as I have intimated is proper, a time for the ministry to adopt a plan and means to settle a permanent national system of trading with the Indians as it ought to be done, and as the actual circumstances have compelled to permit the trade of neutrals in these dominions, I would be inclined to believe that his Majesty could, without repugnance, concede to that house the privilege which the disasters of the actual war caused to be tolerated, or permitted to those (although paying duties) without having the same titles that this

house has for its services. No doubt there may be reasons of which I am ignorant, which I repeat I must not examine, which oppose this kind of recompense, by causing some injury which I am not able to understand; and therefore I shall pass to the fourth point which the house proposes. This consists in permitting Panton to import from Africa, in this river, four thousand new negroes, free of duties, as well as the exportation of the product of the said slaves; the privilege being exclusive, and to last for six years from the first importation, which shall not take place before the general peace. This mode, I believe, will compensate its losses, if, besides, a concession of twenty leagues square of royal land was made to it, on the west branch of the Mississippi, in one, two, or three divisions, without interfering with other grants already made—the Government always taking care to watch their conduct, and oblige them to dispose and establish said lands according to the rules which his Majesty might be pleased to prescribe. There are, therefore, four propositions, which are presented, to indemnify Panton for his losses, and preserve the trade with the Indians, which is so important towards maintaining a preponderance, which is recommended as necessary for so many reasons. It seems to me that the least expensive of them all, and the most proper, is the second, consisting of granting to the house a loan, without interest, for ten years, of four hundred thousand dollars, to continue its commerce, assuring them that if it should become necessary to diminish the prices of the Indian goods, in order to keep on a level with the trade of Congress and its agents, his Majesty would take into consideration the loss, in order to compensate it, when understood, under the regulations and precautions which they have explained in the memorial included in the cited representation, No. 41, taking for it the security which

shall seem better suited, and leaving the house to its own responsibility, not to expose itself to losses under pretext of contending with the dispositions of Congress, unless it be authorized to do so by the unanimous decision of the Government and Intendancy of this province, as the urgency of the times shall require, and according to those of the present day. It seems to me that his Majesty could pay the said sum in the term of two years, by halves. Although the third and fourth propositions could be admissible, I foresee injuries to the national trade, to the interests of his Majesty, and to the subjects of this colony, particularly in the introduction of negroes, which, in my opinion, cannot admit of the least exclusive privilege; for, all things considered, these two things destroy each other, considering that of a loan more suited to the royal munificence and less injurious to the interests of his Majesty; for, in this, by the reimbursement of the capital, he will lose nothing, nor cease to receive his royal duties, which in the other case would be suspended; and, finally, the complaints of the merchants and of these inhabitants, and other abuses which generally accompany privileges of incorporation free from the restrictions imposed by the regulations in the matter, shall be avoided. I have not spoken of the first proposition, which was justly admitted by the Baron de Carondelet as very proper at that time; but the system of these provinces has changed a great deal since, by the treaty of boundary. And it cannot be admissible, because there are no Spanish subjects able to manage this trade, and because the greatest part of these goods must necessarily be brought from Europe, as long as we shall have no manufactories to furnish them.

What effects would follow the giving no help to Panton, and leaving the house to its own speculations, and probably abandoning the Indian trade? is the third question which I

must answer. All that I have said in this necessarily too long report abundantly answers and facilitates its solution, without alluding to the entire ruin of that house. Yes, most excellent sir, its indubitable effect would be the total ruin of that house, if assistance were denied it, or compensation in some one of the forms before suggested. It has nothing more to do than to leave the trade with the melancholy remains of its fortune. Almost all, or the greater part of their credits, could not be recovered, as soon as this would become known. The Indians, and the greatest part of the white and half breed traders, who know no other law but necessity, nor of other enemy than honesty, would take advantage of the situation of the house, laugh at its individuals, run away with what they owe, and join the Americans. It would be obliged to sell at half value their houses and magazines, used only in the Indian trade, and the dominions of his Majesty would immediately begin to experience the terrible consequence of the robberies, assassinations, and depredations of those barbarians, instigated by our neighbors, and by the traders themselves; and perhaps Bowles, and his factious partisans, taking advantage of such favorable circumstances, would not only give us much to do, but in the course of time would extend their designs to greater distance. This can be, without exaggeration, the consequence of abandoning the house of Panton, which is already determined to desist, its individuals resigning themselves to the sacrifices which they clearly foresee, if in the course of next year his Majesty does not intend to adopt some of the propositions which they have made, or some other equivalent which may suggest itself.

Let us now see, if, in case of Panton leaving these establishments, we could ourselves replace him, and in what way. This is a project that, since January, 1777, has been thought

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of. The Count of Galvez, on very good reasons, thought necessary to engage the friendship of the Indians, in order to counteract the hostile designs of the British, and still more since we have taken possession by our arms of their coasts on this river, and of the places Mobile and Pensacola. But never has any house presented itself who would or could take charge of this trade. It is not possible to believe that the house of Panton is the only one able to carry it on, but perhaps no other company would be able to fulfil this object more efficaciously, considering the long experience they have in these affairs. And perhaps it may not be out of place to indicate a few points which may serve to the ministry to form its opinion, as well upon the magnitude of the object in question, as upon the different risks which necessarily have to be encountered by the person who undertakes this trade, pointing out at the same time some defects to which at present it is subject, and which are to be avoided in future, if it is to be liberal, as promised in the talks held in Pensacola and Mobile in 1784, and if through it are to be reached the important objects so desirable for the general good of the State, and particularly of these dominions of his Majesty, with which is intimately connected the tranquillity of the internal provinces of New Spain. The debts due the actual house must amount to one hundred and twenty thousand dollars, rather more than less; in time of peace, they would amount, as experience has shown, to one hundred and eighty thousand dollars. The lots, buildings, tools for that trade, amount to forty thousand, more or less; these sums form a dead capital of two hundred and twenty thousand; the debts of the Indians and traders are scarcely ever diminished, and if this happens at some times, at other times they are increased in proportion. To this dead capital must be added the labor of sixty workmen, besides that

of the negroes or servants to prepare a post, and pack the skins; to that must be added the value of two vessels of from two hundred and twenty to two hundred and fifty tons each, for the houses of Pensacola and Mobile, and a brigantine of one hund ed and fifty tons for St. Augustine, with three smaller vessels of from fifty to ninety tons, absolutely necessary for the trade and communication between these three said factories; equally are to be charged the goods or merchandise which must always be on hand in the respective store-houses, and those which are navigating, going and coming from Europe, whose value can, without exaggeration, be stated at more than one hundred and fifty thousand dollars, forming a total of three hundred and sixty thousand dollars. To this immense sum must be added other annual inevitable losses, without any other profit or advantage than to conserve the friendship of the Indians, in order not to lose the interest and confidence of the traders, so useful to know from them all the information necessary to the interest of the house and political views of Government, to which it has always contributed in a most complete way. One of these expenses is the cost of the open table (an indispensable circumstance, and of absolute necessity,) which the house keeps for the Indian chiefs, the traders and factors employed in its trade, hospitably receiving likewise all the other transient Indians. Another very great expense is the presents which, besides those made by the Government, the house is obliged to make to the head men of the distant nations, who frequently come to its stores, and which cannot be estimated at less than eighteen thousand dollars. We have already three hundred and eighty-eight thousand dollars, a sufficient sum to impose silence on those who, without foundation, doubt, and attribute profits and advantages to this commerce, and which must stop the most enterprising

merchant who should undertake it; for, indeed, whoever intends to interfere in this trade without calculating and depending upon a full, strong, and certain capital, and without another equal capital of credit, will meet with successive losses, and in a short time will prostrate himself, without hope of recovery. Of all this exposition, your Excellency will see how few persons, if any, in the province, will dare to risk their capital in a trade which has already caused the ruin of several, leaving irrefragable witnesses of this assertion, who are even now mourning over their losses, confirming the truth of what I have said. The United States, your Excellency must permit me to repeat, persuaded of the importance of drawing to their interest the Indians of the different nations inhabiting between our establishment and theirs on our frontiers, as well of upper as lower Louisiana, and those inhabiting between their limits and those of Great Britain, which adjoin ours in the upper part of Mississippi, after having experienced how the calculations, combinations, and projects of their merchants were insufficient, have opened the coffers of their treasury, showing and justifying by that the efficacy of the commercial house of Panton, and likewise the mode of conducting it; to obtain this, their favorite object, they make no use of artifices and persuasions, but by public acts of Congress they have appropriated more than three hundred thousand dollars to that purpose. Our Government alone has power and means to counteract these ambitious aims, by seizing all the trade by means of a compensation to the house of Panton, or, by lending to whom his Majesty might trust these direct or indirect succors, it would enable them to follow it with utility to themselves and advantage to the Crown. We cannot deceive ourselves as to the motives which induced the United States to make use of such efforts to gain the confidence

of the Indians: they know well, by dear bought experience, that whoever shall possess that trade will have an absolute and entire influence over them; and that, all rivalry and competition ceasing, they would become passive instruments of the American will. This point deserves a most profound attention on our part; for we will find the Indians, as soon as we shall have succeeded in making them dependent upon this trade, allied, humble, and disposed at any time to oppose themselves to a power whose continued, repeated, and ambitious usurpations they have always looked upon with anxiety and jealousy.

I will now speak of some obstacles and difficulties which must henceforward cease, whoever may finally take charge of this trade. Its peculiar nature is such, that a delay, which on any other occasion would deserve no attention, becomes at some particular seasons of the year entirely destructive of the shipments; for, at the beginning of the warm season, the moth takes hold of the skins: notwithstanding that this circumstance be known, not only to the merchants, but likewise to every inhabitant of this province, the restrictions and formalities with which the Intendancy delays the necessary passports, have caused considerable loss. According to the order of his Majesty, the vessels of the house of Panton must get from Havana the sugar, coffee, and rum, which it wants for its trade: lately this has been prohibited by the Intendancy, unless the crews of their vessels should be composed of American or European Spaniards—a measure as impracticable in their business as impossible to comply with in ports so little frequented as those of Mobile and Pensacola. Likewise, Panton complains, that, in contradiction of the orders of his Majesty, they are obliged to pay duties on the produce which they export from here to Havana, with a view to get the ar-

ticles above specified. The ministers of the royal finances in Pensacola have lately insisted on opening and registering the packages of blankets, limbourgs, and woollens, a principal branch of the trade, a thing never done before, and exceedingly injurious to their trade; for the injury to which the goods are exposed, in a country so warm and wet in the summer, as soon as the packages are untied, and the pressure taken away which preserves them. These circumstances seem indeed to be trivial and unimportant, yet experience shows their importance, and that their disregard would considerably embarrass whoever his Majesty should appoint to prosecute this trade; and these difficulties could be easily obviated by directing the Government, as the most interested in the operation and conservation of that trade, to despatch the passport with requisite promptitude, and directing the Intendancy as his Majesty should think proper as to the necessary formalities of the royal finances, which can be supplied in a less injurious way, considering the nature and liberties of this trade, taking, however, the necessary precautions to prevent the privileges of the house of Panton from degenerating into injurious abuses. Let the Intendancy, certainly, take care of the royal interests, without interfering in any way with the privileges granted by his Majesty to the commerce with the Indians: let the difficulties be removed, fastidious and in opposition to the salutary effects prescribed by the many royal orders despatched in this trade, without injuring their affairs and interests, without enervating and paralysing their efforts, from which a great delay in the service must result; for the most time, they will entirely render useless the best concerted measures of this Government.

I could not avoid expressing my ideas, founded as they are in what I have read, seen, and experienced myself, in order

to make as complete as possible a report, in which neither passion nor precipitation can have place. Provisorily charg- with the command, although to the great injury of my interest, by the Captain General of these provinces, and daily looking for the proprietary Governor, I have tried to fulfil the confidence with which your Excellency has honored me, without any other motive than the service of his Majesty, promoting his royal interests, as those of his beloved subjects, and the just claims which those have to the sovereign protection who contribute and conspire to the accomplishment of its beneficial intentions. With these views, and in fulfilling the duties of a loyal subject of his Majesty, I have demonstrated that the house of Panton has a right to an indemnification. Bringing to mind the different petitions which, at different times, the said house directed to his Majesty and the Government, asking for a just compensation for its constant services, and for its notorious losses, I have examined, discussed, and observed the propriety or injury which it seems could result from the spirit of the royal order, giving my opinion in favor of the second proposition, which I conceive more conformable and analagous to the best interests of his Majesty, and to the defence and tranquillity of these provinces. I have shown the effects which would result from not succoring this house: I have proved the impossibility, at present, of replacing it, unless by adopting the means proposed by the Baron de Carondelet in his aforesaid representation, No. 41, which even then would be with very great inconvenience in its principles; and in a separate official letter, I have explained the way which we could use to gain the esteem of the Indians, with the views dictated by his Majesty. I will be glad, if I have in any manner fulfilled the high conceptions which your Excellency has formed, to comply with

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the patriotic duties of his ministry, assuring your Excellency that to do it I have employed the impartial zeal, the energy, and the best intentions which my candor was able to suggest to me, aspiring only to deserve the approbation of his Majesty, and to render acceptable to your Excellency this unworthy product of my lucubrations. God preserve your Excellency many years. New Orleans, 8th of October, 1800.

MARQUIS DE CASA CALVO.

To his Excellency Don Mariano Luis de Urguiso.

A true copy of the original.

VINCENTE FOLCH.

Antonio Maria de la Torre y Cardenas, &c. (his titles.) I certify that the antecedent copy is of a letter of the most excellent Marquis de Casa Calvo, which originally exists in the archives of the two Floridas, which are in this office under my charge; and in virtue of a decree of the most excellent Captain General of this island of the 19th of September last, I give the present, in Havana, 13th day of October, 1827.

ANT. M. DE LA TORRE Y CARDENAS.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 4, D.—TRANSLATION.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of Don Antonio M. de la Torre y Cardenas, which gives authority to the annexed document, is of his hand and handwriting, and that it correctly states his title, and that due faith and credit are to be given to it; and in order to show it wherever it may be necessary, I give the present, in the Havana, this 14th day of December, 1827.

FRANCISCO DIONISIO VIVES.

Don Antonio Maria de la Torre y Cardenas, &c. (his titles.) I certify that, in the archives of the two Floridas, which are in the office of the Secretary of this Captaincy General, there is to be found an official letter, directed by the most excellent Marquis de Someruelos, formerly Captain General of this island of Cuba and of the two Floridas, to the Secretary of War, dated the 14th of September, 1799, in which he announced that after the death of the Brigadier Don Manuel Gayoso de Lemos, then Governor of the province of Louisiana, he had appointed pro tempore to that office the Brigadier Marquis de Casa Calvo, in which station he remained until relieved, and then by commission until the delivery of that province to the French republic in the year 1803; and in virtue of a decree of the most excellent Captain General of this island of this date, I give the present, in Havana, this 14th day of December, 1827.

ANT. M. DE LA TORREY CARDENEAS.

Honorary Secretary to His Majesty.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 5, E.—TRANSLATION. H. M. B.

The following certificate was attached to this document:

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify that the signatures subscribed to the annexed document are those of Penillos, Intendant General of the island, Casa Nova and Urrutia, principal *Contadors* of the Royal Intendancy, and B. Betancourt, an officer of said Intendancy, or keeper of the archives of that tribunal, and Luis Payne, Interpreter of this Government, and of said tribunal of Intendancy, all well known to me, and to whose attestations as

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such, faith and credit are justly due, both in and out of court. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

VINCENT GRAY.

[TRANSLATION.]

Most Excellent Sir, Intendant: Colin Mitchell, resident merchant of this place, to your Excellency sets forth, that, as there must exist in the archives of the office of royal accounts of this capital various documents which prove the establishment of the English house of Panton, Leslie, & Co. in the Floridas, with royal permission, for the commerce with the Indians, such as the memorial of these gentlemen, with the royal order which was issued in consequence, and other various royal orders and documents respecting their trade, since the year 1784 forward, and it being interesting to your memorialist to have an authentic copy of the whole, he supplicates your Excellency to be pleased to permit the principal *Contadors* to furnish him with a copy of said memorial and royal orders, which is a favor he hopes to receive. Havana, June 22d, 1827.

COLIN MITCHELL.

Havana, June 22d, 1827. Let it be so, provided no impediment is offered on the part of the tribunal of accounts, to which this memorial will be passed for the proposed purpose, this decree being instead of an official letter as usual.

PINILLOS.

Tribunal of Accounts, 25th of June, 1827. From the table of archives let the copies be given which are asked for, and, when furnished, let them be brought to us. (A flourish—a flourish.)

To his Excellency Don Vincente Manuel de Zespedes, Brigadier of the royal army of his Majesty, Governor and Commandant General. Most Excellent Sir: The memorial of Panton, Leslie, & Co., merchants resident in St. Augustine, respectfully showeth: That, impressed with the most perfect and inviolable respect and veneration for the majesty and grandeur of the Spanish empire, we ask permission to approach your Excellency upon a matter which, with all humility, we conceive to be of some importance for the interests of said empire. We begin by mentioning, that, for a number of years, we are engaged in a commerce with the neighboring Indian nations, by means of which we have acquired a considerable influence over that people. When the preliminary articles of the last treaty of peace were announced to the public, by which this province was annexed to the Crown of Spain, we formed immediately the design of soliciting the protection of his Catholic Majesty, and his benign permission for continuing our traffic and intercourse upon the same footing as heretofore we had maintained it under the English Government, with the Indians, although no obstacle occurred to our passing, with the same object, to some one of the adjacent States of America, where we would be received with open arms. But the preference and predilection we feel for the honor and dignity of the Spanish monarchy influences our determination on this head, besides being induced to expect a favorable reception, and the patronage of Spain, from the following reflections: 1st. That, as well for the security and tranquillity of the colony, as to make a wall of defence against the future attacks of settlers and ambitious neighbors, the Government of Florida, East and West, would naturally be inclined to please and attract the Indian nations to the Crown of Spain; for which purpose, and by means of trade,

to supply the wants and necessities of the Indians, appears the only natural and eligible method, and that it would save the Government the necessity of an enormous annual expenditure in presents, which, at the end, would not have the desired effect. 2d. That it appears to us that this traffic could not be carried on by Spanish merchants, because the Indians would only purchase those goods which long use has made necessary to them; and of these, very few, if any, are manufactured in Spain, where also the sale of peltry, which is taken from the Indians in payment, is very small; and, on account of a double voyage, the articles of import, which, for the most part, are of great bulk and little value, will arrive at an immense cost, which this commerce could not bear; and the peltries being of a perishable nature, they cannot bear the tedious circuity of carriage in warm climates. The Americans, therefore, who would carry on this trade without the disadvantages and incommodities alluded to, would be enabled to sell their wares at a price much less than the Spanish merchants; and, by a clear inference, all the trade, friendship, and intercourse with the Indians, would be concentrated in the neighboring States of Carolina and Georgia. Upon these arguments we found our hopes that his Majesty, in his royal wisdom, will benignly condescend to encourage some British merchants to remain in this province, with permission to import from Great Britain those articles which the Indian trade requires, and to export the peltries received in payment direct to a British market. 3d. We conceive that nobody could serve, in these important objects, the Crown of Spain, with more efficacy, utility, and zeal, than ourselves. Our capital and credit, with that of our English connexions, are fully adequate to this object and end proposed; to which may be added our great experience and knowledge of this traffic, and of the

Indians; our having amongst them persons connected with, and dependent upon us, who, for many years, have been familiar with their customs and languages; as also the confidence and influence which must necessarily be produced upon them in our favor by so long and interesting an intercourse. On this account we solicit the honor of tendering to his Catholic Majesty our most faithful and assiduous attention and adherence to the interests of the Crown in general, and particularly with this part of the empire, which has greater connexion and intercourse with the Indian nations. In order to give more efficacy and utility to our services, the protection and permission of his Majesty to continue our traffic with these people as heretofore would be, as we humbly conceive, highly necessary—we, binding ourselves, on our parts, that our commerce in Florida be, in all other respects, conformable to the Spanish laws; obliging ourselves, also, to limit our importations of British goods only to those articles which are absolutely necessary to the Indian trade. Our firm and unalterable principles having been always of unshaken loyalty and fidelity to our natural sovereignty, without prejudice to those principles, we wish now to propose, with humility, to transfer that attachment and faithful adherence to the Spanish monarch; and, in order to establish a perfect faith and confidence in these, our sincere professions, we are ready to take, and will take, with pleasure, the oath of fidelity and obedience to the Crown of Spain, and to observe the same submission, loyalty, and constancy towards it, in all matters, as heretofore we have observed towards the British monarch, or as any other subject is obliged, who may be born in Spain, during the time we are permitted to live under and enjoy its protection for our persons and property. With a moderate previous notice to some part of the British dominions, if it should be our wish,

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or in case a war between Spain and England should render that step necessary, and even in that case, we bind ourselves to take no active part, personally, directly or indirectly, against the interests of Spain. We likewise humbly flatter ourselves with the benign indulgence of his Majesty with respect to our religious persuasion, until perhaps a conviction of the errors of the Protestant doctrine arrives at converting us to the Catholic faith. The nature and spirit of every trade requiring a mutual and perfect confidence and credit amongst the persons engaged in it, without which it cannot subsist, it is on that account necessary for us to satisfy our friends and correspondents in England respecting the establishment which his Majesty might think proper to allow us, and convince them of the security of their property passing through our hands in the course of our trade; otherwise, our credit as merchants might suffer, and our best and most sincere intentions and efforts in the service of his Catholic Majesty might be disconcerted and wholly ineffectual. We therefore humbly beg that a notification of the royal will may be promptly passed to us respecting our propositions, for our government, and that our connexions in England may without fear, and upon a solid foundation, continue as heretofore to place the same confidence in our stability. It only remains for us to entreat your Excellency to be pleased to forward this memorial, without delay, to his Excellency Count Galvez, Captain General of the province of Louisiana and both Floridas, recommending the same to his friendly attention and protection, in order that through him, and that of his Excellency Don Joseph de Galvez, Minister of the Indies, it may come to the foot of the throne of his Majesty. St. Augustine, 31st July, 1784.

PANTON, LESLIE, & Co.

ZESPEDES.

The above is a copy of the original, which I hereby certify to be directed to the royal tribunal of accounts of Havana. St. Augustine, 24th November, 1804.

GONZALO ZAMORANO.

The King being informed very particularly of the contents of the representations of your Lordship, Nos. 21, 22, 28, 86, and two private, 91 and 108, of 16th August, 21st September, and 21st October, of 1784, 20th June, 22d August, and 16th September, of 1785, and 18th January last, with the documents therein cited, respecting the situation and state of your province, and your recommendation, necessary to the tranquillity you enjoy, and to keep the friendship of the Indian nations, that the English house of Panton, Leslie, & Co. should remain in your city of St. Augustine upon the terms which they solicit in the memorial which your Lordship forwarded with the aforesaid representation, 21, or upon others more suitable, enabling them to trade in British goods and merchandise, as more adapted to the tastes of the Indians, his Majesty has deigned to order that for the present that house do continue, and the individuals in it, with the conditions, as regards the exportation of British goods, which are proposed in their memorial, and with the understanding, which they also propose, that they are to take the oath of fidelity and obedience, according to the King's commands with respect to all others of their nation, and of the Protestant religion, whom he has permitted to remain in several situations in the two Floridas, as I advised your Lordship on the 5th of April last past. All which I communicate to you by order of his Majesty, for your understanding and government. God preserve you, &c. &c. Aranjuez, 8th May, 1786.

MARQUIS DE SONORA.

To the Governor of Florida.

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St. Augustine of Florida, 31st August, 1786. Pass the annexed royal order to the royal office of accounts of this place, to be therein archived, returning me a certified copy, to remain in this Secretary's office.

VINCENTE MANUEL DE ZESPEDES.

NOTE. On the date of the foregoing decree, a certified copy of this royal order was transmitted to the Governor, Secretary's office, as ordered in that decree.

ZAMORA.

The foregoing is copy, to which I attest, of its original, for the purpose of transmitting it to the royal tribunal of accounts of the city of Havana. St. Augustine of Florida, 24th November, 1804.

GONZALO ZAMORANO.

In reply to your just observations, and in view of the royal order which I transmitted on the 31st August last, announcing the favor which his Majesty has deigned to grant to the house of Panton, Leslie, & Co., enabling them to deal in British goods and merchandise, as best adapted to the tastes of the Indians, and upon the terms which they solicited in the memorial presented by them, and by me forwarded to the King, in which you say in your letter of the 28th ult. that the office in your charge had no notice of the terms cited in that memorial, I must inform you that that memorial (a copy of which I shall send you as soon as possible) does not specify any duty; but inasmuch as I, as well as the said company, have always been in the understanding that there should be collected from them six per cent. upon the value of the goods imported and exported, I am of opinion that, referring to the bills of lading or invoices, to be found in your office, of all the goods which have been, or may be, imported or exported by them in future, you make the charge which be-

longs to it, of six per cent. upon the whole amount, and upon the terms which may appear to you just, *to be discounted from the debt which this treasury owes to the said house, for goods taken to treat the Indians.* God preserve you, &c. &c. St. Augustine of Florida, 2d of October, 1786.

VINCENTE MANUEL DE ZESPEDES.

To Don Gonzalo Zamorano.

The above is a copy of the original, which I attest, to be transmitted to the royal tribunal of accounts of the city of Havana. St. Augustine, 24th November, 1804.

GONZALO ZAMORANO.

The King being informed of every thing the Intendant of your province has said about the traffic with the Indians, in his letters of 8th January last, No. 30 and 31; of what you, in union with the said Intendant, represented, of 22d of February, No. 39; of what you by yourself represented on 7th April, No. 65; of the advices of the Marquis del Campo, and the Chargé d'Affaires, Mollinedo, of the 4th and 22d July; of what the house of Panton represented from America, and their correspondents from London, and of the representations upon the same traffic made by the Governor of St. Augustine, his Majesty has resolved that the houses of Panton and Mather may import, for this year, into the provinces of Louisiana and Florida, the usual cargoes of the said traffic with the Indians, sufficient for the supply of one year: that if the ship Maria, of the property of Panton, is not large enough to carry away the peltries which they will have in Pensacola and St. Mark's of Appalachie, their correspondents in London may send a second ship in ballast for the purpose of fetching what they have in the store of St. Mark's, that ship coming first to Pensacola to be examined there by the officers of that

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place; and when it is seen that she is despatched upon these terms, she can go to load at St. Mark's, which loading shall take place upon the terms, and under the precautions ordered by your Lordship in your former despatches. Upon the other points mentioned in the aforesaid representations, his Majesty has suspended his royal determination until, after discussion in the Supreme Council of State, he may resolve according to his royal pleasure. And of all the foregoing I inform, of this date, the Count Florida Blanca, in order that, giving his advices to Mollinedo, the correspondents of the said houses may be advised, and order their shipments accordingly. All which I communicate to your Lordship by order of his Majesty, for your understanding and compliance in the part which concerns you. God preserve you, &c. &c. St. Ildefonso, 29th August, 1788.

VALDEZ.

To the Governor of Louisiana.

The above is a copy of an original royal order, to be found in the archives of the Secretary's office of the Governor, in my charge; and that it may be notorious, by order of the Governor I grant these presents, in New Orleans, 23d December, 1788. ANDRES LOPES ARMESTO.

The foregoing is a copy of that which was transmitted to me by the Governor of New Orleans. Pensacola, 21st January, 1789. CRUZAT.

The above is copy of the original, which exists in this principal office of accounts of Intendancy in my charge, which I attest; and it is taken off for the purpose of handing to the Governor of this place, in virtue of an official letter sent to me for that purpose, of this date. Pensacola, 1st October, 1791. GABRIEL MARIN PIZARRO.

In a private letter of the 26th ult. the Captain General of this island of Cuba communicates to me a royal order, also private, of the 23d March preceding, the tenor of which is, that his Majesty has deigned, for considerations expressed in the said royal order, and comforming to the advice of the Supreme Assembly of State, to declare that he grants permission to the house of Panton, Leslie, & Co., to continue the Indian trade, exempted and relieved from the duties of six per cent., as well upon the articles imported for the said commerce as upon exports arising therefrom; the respective Governors of the two Floridas being responsible that such goods shall be those indispensable for that trade, under the regulations for that purpose prescribed to them and to the said house, which it shall bring hereafter, exclusively, from Havana, the spirits and salt necessary. All which I communicate to you for your understanding and government in the part which concerns you. God preserve you, &c. &c. St. Augustine, 23d July, 1789.

VINCENTE MANUEL DE ZESPEDES.

To Don Gonzalo Zamorano.

The above is a copy of its original, which I attest, to be transmitted to the royal tribunal of accounts of the city of Havana. St. Augustine, 24th Nov. 1804.

GONZALO ZAMORANO.

In virtue of the royal order of 23d March, 1789, by which his Majesty deigned to grant to the firms of Mather and of Panton an exemption from the duty of 6 per cent. on imports and exports of duties of the Indian trade of both Floridas, each one receiving not above one vessel in the year, his Majesty has approved the permission which the Marquis del Campo advised, having given to Strachan and McKenzie,

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correspondents of Panton in London, to despatch one ship with the said goods, and also two other vessels which the said ambassador has proposed against the middle of the current, in the understanding that Mather having retired, the whole is united in Panton; and his Majesty being also informed, by what your Lordship says in letter of 28th May of said year, No. 180, of the permission granted to this last to send for goods to New Providence or Jamaica, he has been pleased to approve it for this once; also, and without restriction, the concessions granted by your Lordship, as mentioned in yours of 1st of October of the same year, No. 250, to the articles proposed by him, advising him, in order to stimulate him to the better discharge of his duty and to his gratitude, that his Majesty has been pleased to extend the exemption of the duty of 6 per cent. (granted in the royal order quoted of 23d March, 1789,) to the articles imported in 1788, and to the peltry exported in March and April last; and as it regards the indefinite question which that merchant makes, whether every article is permitted which is not expressly prohibited, your Lordship will tell him that, in every case, he must propose and ask with precision the resolution of his Majesty on every point which is not already determined in royal orders or declarations. Lastly. His Majesty desires you to inform him direct of what occurs to you about the demands of Mr. McGillivray, which you mention in letter of 1st October last, No. 251. All which I communicate to you by royal order for your government. God preserve you, &c. &c. Madrid, 25th January, 1790. VALDES.

To the Governor of Louisiana.

The above is copy of the royal order, the original of which remains in this Secretary's office of the Government in my charge, which I attest. New Orleans, 8th April, 1790.

42 ANDRES LOPES ARMESTO.

The foregoing is copy of the original, passed to the principal office of accounts. Pensacola, as above.

O'NEIL.

The above is copy of the original, which exists in this principal office of accounts of the Intendancy in my charge, which I attest; and it is drawn off to be passed to the hands of the Governor of this place, in consequence of his order directed to me of this date to that effect. Pensacola, 1st October, 1791.

GABRIEL MARIN PIZARRO.

In a private royal order of the 23d March, last year, his Excellency the Minister of War and Exchequer of the Indies advises me as follows: The King being informed of what, under date 2d April, ultimo, Panton & Co. represented from Appalachie, through our ambassador in London, of what their correspondents at that court represented, and of what James Mather sets forth in his petition, which, under date of 1st said April, No. 53, was forwarded by the Governor and Intendant of Louisiana, and of what your Lordship represented in your letter of 19th November last, about the consequence it is of to maintain an equitable commerce with the Indians of Louisiana and the Floridas, his Majesty has deigned to resolve, after hearing the consultations which he has deemed expedient, and conforming to the opinion of the Supreme Council of State, that, in order to fulfil completely that object, and that the said merchants may give to the Indians the goods and articles which are used by them at prices as cheap or cheaper than the Americans can give them, they shall be exempted and relieved from the duty of six per cent. of import and export, which was exacted upon the articles which they import for that commerce, and upon the goods from it accruing, which they export, observing, in order to prevent abuses which might spring from said freedom, the following rules:

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The shippers are not to carry other goods than those which are indispensable for that commerce; and the respective Governors shall be responsible for this, watching this point, particularly, with the attention it deserves. In order that the said Mather and Panton may never allege ignorance, the Governor Miro will give them a note of the goods and number of articles which are wanted, leaving the quantity at discretion of the shippers, provided they do not exceed one vessel in the year for each of them. The prices at which they sell must be those established in the tariff, as, in any other way, the Indians would never be satisfied, and their interests the King regards with the greatest paternal affection. No one of the said merchants is permitted to go up, or traffic on, the Mississippi, but Mather must go to Mobile, and Panton to Pensacola.

The rum and salt must come from Havana, under which circumstances the interests of the Indians can be combined with the protection and prosperity of the said shippers, and no abuses will be committed under this liberty. In like manner the King has been pleased to approve all which Governor Miro has represented in his private letter of 13th July last, No. 222, and what your Lordship represented, 19th November last, No. 42, about making no alteration with Panton, nor innovation in the management and considerations observed in the trade with the Indians, and Alexander McGillivray, whom it is necessary to maintain at our devotion, as I have already observed to you, by order of his Majesty, in my letter of 25th February last. Lastly, his Majesty has also approved the congress of Indians for which your Lordship gave your consent; and these must be made to understand with what attention the King regards them, and the confidence they must entertain that he will continue to them his

protection, as also the assistance which may be just and compatible with the decorum of his Crown, and the interests of his nation. All which I communicate to you by royal order, in order that, informing the Governor of Louisiana and the Floridas, it may have its due fulfilment: for this purpose I transmit it to your Lordship, as I am ordered. God preserve you, &c. &c. Havana, 26th June, 1789.

DOMINGO CAVELLO.

To Don Estevan Miro.

The above is copy of the original in the archives of the Secretary's office of Government in my charge; and by order of the Governor, I give the present, in New Orleans, 19th February, 1790.

ANDRES LOPES ARMESTO.

I, Don Estevan Miro, Brigadier of the royal armies, Governor and Intendant General of the provinces of Louisiana and West Florida, Inspector of the troops, &c., certify, that Don Andres Lopes Armesto, by whom appears given the copy of the foregoing royal order, is Secretary for his Majesty of the Government of this province, and, as such, full faith and credit is to be given to him. I also certify, that, although the foregoing order has been given in favor of James Mather and William Panton, as the first has retired from the trade with the Indians of Mobile, the last is charged by me with this and that of Pensacola, of which I have given the necessary advice to his Majesty; in consequence of which, the said William Panton, in virtue of the foregoing royal order, and under the conditions in it expressed, can bring annually from London a vessel loaded with Indian goods to Pensacola, and another to Mobile; and that it may be notorious, I give the present, signed with my hand, sealed with my arms, and countersigned by the same undersigned Secretary of his Ma-

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jesty for this Government. In New Orleans, 20th February, 1790. ESTEVAN MIRO.

By order of his Lordship,

ANDRES LOPES ARMESTO.

The above is copy of the original, which I delivered to William Panton for his use, which I attest; and this is taken off for the purpose of remaining in this principal office of accounts in my charge, in virtue of the order of Brigadier Don Arturo O'Neill, Governor of this place, of this date. Pensacola, 11th March, 1790.

GABRIEL MARIN PIZARRO.

The above is copy of the original, which exists in this principal office of accounts in my charge, which I attest; and this is drawn off in consequence of the order directed to me of this date of the Governor of this place for his use. Pensacola, 1st October, 1791.

GABRIEL MARIN PIZARRO.

NOTE.—There also exist in this tribunal certified copies of the memorial presented by the said Panton & Co. to the Governor of St. Augustine, asking for the corresponding certificate of the goods and merchandise for the trade with the Indians, and of the note thereof made up for the purpose, both testified by the principal *Contador* of the Royal Treasury of St. Augustine, Don Gonzalo Zamorano, of date 24th November, 1804.

The above are copies of original documents existing in this department under my charge, duly testified by Gonzalo Zamorano and Don Gabriel Marin Pizarro, principal *Contadors* of the Royal Treasuries of St. Augustine and Pensacola, and to which I certify, in virtue of the order of the principal *Contador* here, in the foregoing decree of 25th inst. at said Table, 27th June, 1827.

BONAVENTURA BETANCOURT.

Royal Tribunal of Accounts, 27th June, 1827.—Deliver this process to the petitioner for the purposes he thinks proper.

CASANOVA.

URUTIA.

Don John Nepomuceno de Arocha, Contador, &c. (his titles,) do certify that the preceding signature of Don Bonaventura Betancourt, entrusted by our Lord the King with the board of memorials of the Superior Court of Accounts, is the one which he habitually uses, of his own hand, and to which full faith and credit are and must be given. In faith of which, I give the present, at the request of the parties, in consequence of a decree this day of his Excellency the Intendant of Armies, Superintendent of Finance, Don Claudius Martines de Penillos. Havana, 22d of September, 1827.

JUAN NEPOMUCENO DE AROCHA.

I, Achille Murat, sworn Interpreter of the Superior Court for the Middle District of Florida, do hereby certify that the foregoing is a true translation of the accompanying document.

ACHILLE MURAT.

The following certificates are attached to Exhibit No. 5, E.

TRANSLATION.

I, Don Francisco Dionisio Vives, &c. (his titles) do certify, that the signature which appears on the preceding document is really and actually that of Don Juan Nepomuceno de Arocha, Secretary of the Intendancy General for the Army of this island, and is the one which he habitually uses in all his writings, and to which full faith and credit are to be given. In faith of which, I give the present under my hand and seal, in Havana, this 24th day of September, 1827.

[L. S.] FRANCISCO DIONISIO VIVES.

A true translation of the certificate on the opposite leaf of the foregoing. ACHILLE MURAT.

Consular Agency of the United States. I, the undersigned, hereby certify that the foregoing is the signature of Don Francisco Dionisio Vives, Governor and Captain General, and the seal and his arms, such as are usually sent abroad for State or law purposes. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this 24th day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

[L. S.] VINCENT GRAY.

EXHIBIT No. 6, F. H. M. B. TRANSLATION.

Most excellent sir, Intendant General: Colin Mitchell, merchant of this city, sets forth, that it interests him deeply to have authorized copies of the reports given by the Surveyor General of the Floridas to the Governor of Pensacola, one under date of 22d of May, 1816, in the business of Don Vincente Ignacio Ramos, and the other 24th December, 1816, in that of Joseph Philips, both about cessions of lands; and as that gentleman is here with his archives, he supplicates your Excellency to be pleased to order the said Surveyor to provide him with the authorized copies, which will be a favor, &c., &c. Havana, 22d June, 1827.

COLIN MITCHELL.

Havana, 22d June, 1827. Be it so; and for that purpose, pass to Captain Don Vincente Sebastian Pintado.

PINILLOS.

I, Don Vincente Sebastian Pintado, Captain of the infantry, Surveyor General of the Floridas, with destination in this city, by superior orders. In consequence of the decree given by his Excellency the Intendant and Superintendent of this island of

Cuba and Puerto Rico, of the 22d inst. at the instance of Colin Mitchell, merchant of this place, of the same date, the original of which is annexed, do hereby certify, that, in the book or record BB, of the office of Surveyor General, which contains sundry reports upon matters of lands in West Florida, beginning in Pensacola, 9th July, 1815, up to the 22d July, 1817, and afterwards continued with others given in this city, at the back of the second sheet, and marked No. 3, is one of the following tenor: No. 3. Report given in virtue of the decree of Don Mauricio de Zuniga of 17th May, 1816, at the instance of Vincente Ignatio Ramos, of the 6th of the same, asking permission to buy lands from the Indians on the other side of this bay. Governor and Sub-Intendant—If the lands which the petitioner asks for in this memorial are situated in any place on the other side of this bay from Yellow Water river hitherward, following the coast of that side, I am persuaded that they belong to the Indians, even our own careening ground which is in front of this town. The motive I have for saying so, I explained to your Lordship in my report of 20th August, 1812, with other observations upon this subject, in answer to what your Lordship was pleased to ask me in your official letter of 18th the same month and year. This is all the information I can give your Lordship, in obedience to your order. Pensacola, 22d May, 1816.

VINCENTE SEBASTIAN PINTADO. (A flourish.)

I also certify, that, at the back of the 11th sheet of the same record, numbered 14, is another report, given on 24th Dec. 1816, the tenor of which is exactly as follows: No. 14. Second report, given at the instance of Joseph Philips, asking permission to purchase lands from the Indians; which report was made in consequence of the decree of Don Jose Ma-

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sot, Governor and Sub-Intendant. Since the dismemberment of the ancient West Florida, made by the second article of the treaty of friendship, boundaries, and navigation between our Lord the King, and the United States of America, signed in San Lorenzo the Royal on the 27th October, 1795, by which were established the northern boundary of this province and the south of those States, by a line running eastwardly from the east bank of the river Mississippi and the northernmost point of 31 degrees of north latitude to the middle of the river Appalachicola or Chatahoochie, &c., researches have never ceased, to gain a knowledge of the true boundaries of the lands of the neighboring nations of Indians. This anxiety increased when Louisiana was given back, on account of the emigration expected from that province, to people and improve this; and in proportion as our neighbors have kept on drawing us in, until we are reduced to the narrow space we now occupy, these exertions have redoubled, which had a tendency to arrive at the end proposed; but in a series of investigations for twenty years past, I have only been able to find that of 1810, being a copy of the notes, description, and courses of said boundaries, which it appears was given in Charleston on the 31st July, 1802, by a Mr. Purcell, engineer or surveyor, as he is called, in the time of the sovereignty of the British; and which, he says, is conformable to the treaties made with the Choctaws and Creeks in 1765, 1770, 1777, and 1779. Nothing of which is found in the archives, on account of the English having carried off those which they kept in this place, when it was conquered by the Spanish arms in May, 1781; nor does it appear that, since that time, any treaty has been made with the Indians about limits: only this in that of peace and friendship, covenanted and agreed upon in the congress held in this place on the 31st May and 1st June,

1784, it was stipulated by the 13th and last article, that, as the generous intention of his Catholic Majesty was not to exact from the Indian nations lands of any kind to form establishments to the prejudice of the property of those who enjoyed them, accordingly, and knowing the paternal affection of his Majesty towards these nations, the contracting parties, in the royal name, offered the security and guarantee of those possessed by them at that time, according to the rights with which they were in possession, and provided they were comprehended within the line and limits of his Catholic Majesty, which article secures to the Indians the limits designated by Mr. Purcell, admitting the hypothesis of their being lawfully fixed, as in my opinion they are. For although the copy of his paper wants authenticity, having no certificate of any kind, it carries with it, notwithstanding, all the character of truth, from its very circumstantial details, its exactness in topographical description, its conformity in the courses and distances at which are fixed the points therein mentioned, on that side which was said to be measured and marked, and by the accordance of the narrative with the information I have acquired in the more remote and western districts of the province, which some by tradition, others by personal information from several of the old settlers of those parts, preserved, as I have always informed this Government in my reports of 20th August, 1812, in reply to the note passed to me on the 18th of the same, by the now deceased Governor pro tem. which he then was, Col. Don Mauricio de Zuniga, asking me to inform him of all I knew relating to the said boundaries of the Indians. Some have thought of opposing to the notes of Mr. Purcell a paragraph of the eigth chapter, fifth book, fourth volume of the History of England by Hume, continued by Smollett, which, translated into Spanish, says: "The com-

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missioners of trade and population gave notice to the public that all the lands of East and West Florida would be surveyed and divided into sections or tracts, which would not exceed 20,000 acres each. These divisions, or any part of them, were to be granted to those persons who might wish to enter into reasonable contracts for settling the lands in a limited time, at their own expense, with a corresponding number of useful and industrious Protestant settlers, under the same conditions of a moderate tribute as is exacted in the other colonies. These lands had been destined to the culture of silk, cotton, wine, oil, indigo, cochineal, and other like productions; and notwithstanding the rumors which had been circulated against their success, a vast number of families agreed and adhered to the terms offered; and these provinces have the prospect of being raised soon to the degree of being counted among the most flourishing of the British dominions." This publication, says the paragraph, came out on the 21st November, 1763, and from it they infer that at that date the Indians had no lands in the Floridas: but it rather proves that the commissioners had no knowledge then of the Indian possessions in provinces which were only ceded to England that year—a reason why they afterwards made treaties with the different tribes in the terms which Mr. Purcell cites in his notes. According to these last, to this day the tongue of land in front of this city, called the careening ground, belongs to the Indians, and the boundaries of the lands on that side, in which are situated the lands which Joseph Philips asks permission to purchase, are, a line running southeast from the east side of the river Alabama, or Alebamon, and the spot opposite to the highest point of the island Nanahaba, to the mouth of Swampy creek, on the west side of the river Escambia, and from thence to the source or origin of Clear Water creek. It is still in doubt which is

Swampy creek, but I am inclined to believe, and have always considered from these notes, that it cannot be other than that now commonly called Pine Barren, which runs into the river Escambia about twenty-eight miles to the northwest of this city, as it is the only remarkable creek, or the most remarkable of any there, and presents the circumstance of being swampy on one of its sides; yet I cannot speak positively, as many believe it to be lower down, others higher up; and as it is not easy to get the Indians themselves to point out the true creek, we shall always be in the same doubt, unless the testimony of some old settler be sufficient, such as old Thomas Miller, who has lived among the Indians, and resided many years in that neighborhood, or others like him, from whom declarations may be taken on oath, or in any way your Lordship may judge better. Such is the brief history of the Indian lands, which I trouble the attention of your Lordship with, from the importance of the subject, under the present circumstances, that you may form an opinion in the cases which occur. As I understand, that, besides the preceding petition, others are preparing, and even some are already made for gratuitous cessions within the space which I consider of the Indians, and others in the neighborhood of their doubtful confines, to which may be added, that, if we want to cultivate one day the limited space of province which remains to us, it will, perhaps, be necessary to recur to negotiations with the Indians, to obtain from them some of these lands, which are the best in this vicinity—setting aside the point, as not being my province or duty, whether it is necessary now or not to mark the settlements which are in contemplation upon those frontiers. This is all I can inform your Lordship, in obedidience to your orders. Pensacola, 24th December, 1816.

VINCENTE SEBASTIAN PINTADO. (Flourish.)

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The above is conformable to the writing in the records above cited, to which I refer; and in obedience to the order given in the preceding superior decree, I give this, in the city of Havana, the 25th June, 1827.

VINCENTE SEBASTIAN PINTADO.

I, Luis Payne, interpreter for this Government and Intendancy, do hereby certify, that the foregoing is a true and faithful translation of the annexed document in the Spanish language, of five leaves, all of which I have countersigned with my flourish. I also certify, that the signatures in that document, of "Pinillos," is that of the present Intendant General, and "Vincente Sebastian Pintado," that of the Surveyor General of the two Floridas, both to me well known. Given under my hand, at Havana, the second day of July, one thousand eight hundred and twenty-seven.

LUIS PAYNE.

I, Juan Nepomuceno de Arocha, Contador, &c., do certify that the preceding signature of Don Vincente Sebastian Pintado, formerly Surveyor General of his Majesty for the two Floridas, and now charged with the archives of that department, is that which he generally uses in all his writings, and that to it full faith and credit are to be given. In faith of which, I give the present, at the instance of the parties, and in obedience to a decree of the most Excellent Intendant of the Army, Superintendent General of Finance, Claudius Martines de Pinillos. Given in the ever loyal city of Havana, the 22d of September, 1827.

JUAN NEPOMUCENO DE AROCHA.

I, Achille Murat, sworn Interpreter for the Superior Court of the middle district of Florida, do hereby certify that the foregoing is a faithful translation of the annexed Spanish document.

45 ACHILLE MURAT.

I, Don Francisco Dionisio Vives, &c., do hereby certify, that the preceding signature of Juan Nepomuceno de Arocha, Secretary of the Intendancy General of the Army for this island, is that which he habitually uses in all his writings, and that full faith and credit must be given to his certifications. In faith of which, I give the present, in Havana, sealed with my coat of arms, this 24th of September, 1827.

[L. S.] FRANCISCO DIONISIO VIVES.

The foregoing is a true translation of the certificate on the opposite page.

ACHILLE MURAT.

Consular Agency of the United States. I, the undersigned, hereby certify that the foregoing is the signature of Don Francisco Dionisio Vives, Governor and Captain General, and the seal and his arms such as are usually sent abroad for State or law purposes. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and seven, and of the Independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

The following certificate is attached to this document:

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify that the signatures subscribed to the annexed document are those of Pinillos, Intendant General of this city and island, Don Vincente Sebastian Pintado, late Surveyor General of the two Floridas, and Don Luis Payne, Chief Interpreter of this Government and Royal Intendancy, to me well known. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth

day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

EXHIBIT No. 7, G. H. M. B.

Attached to this document is the following certificate:

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signature subscribed to the annexed translation of an original document is that of Don Luis Payne, Interpreter of this Government and of the Royal Intendancy of this city, to me well known, to whose attestations as such faith and credit are justly due. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signature subscribed to the annexed document is that of Don Francisco Josef Cower, the principal notary of the Royal Intendancy of this city, to me well known, to whose attestations as such faith and credit are justly due. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty second.

[SEAL.] VINCENT GRAY.

TRANSLATION.

Most Excellent Intendant General of the Army and Royal Exchequer: Don Colin Mitchell, inhabitant and merchant of this place, before your Excellency duly exposeth, that for necessary purposes he requires a certified copy of the official letter, which, upon the seventeenth of November of eighteen hundred and seventeen, the Intendant, your Excellency's predecessor, Don Alexander Ramirez, directed to the Commandant of Pensacola, Don Joseph Masot, upon the properties of lands; which copy he also directed with another to the Surveyor General, Don Vincente Sebastian Pintado, to which the last replied; which documents must exist in the archives of the office of the Intendency: therefore, he prays your Excellency to be pleased to order the certified copies to be furnished him, which he requires in order to set on foot certain demands before the proper tribunal, in the which he will receive favor. Havana, the 19th of April, 1827.

COLIN MITCHELL.

To His Excellency.

Moreover, a copy of the reply of the Surveyor General, Captain Don Vincente Sebastian Pintado, with a notice or information upon Indian affairs, being also necessary, he prays your Excellency would be pleased to order this to be included; a favor which he hopes to receive. Havana, as above.

COLIN MITCHELL.

DECREE.

Havana, twenty-third of April of 1827. Let a true copy of the documents be given, which are asked for in the preceding memorial.

PINILLOS.

OFFICIAL LETTER TO THE SURVEYOR GENERAL.

In an official letter of to-day, I say to the Commandant of West Florida as follows: I have understood that your Lord-

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ship considers yourself as having the faculty of granting, indiscriminately, lands in your province to his Majesty's subjects, as, also, to citizens of the United States, without regard to the proportions of the regulation of seventeenth of July, 1799, made by the Intendancy General which was in Louisiana before its retrocession, the which was transferred to your place in 1806, and the unshaken practice which has been observed in the sales, compositions, and distributions of the Crown lands, your Lordship extending it to the conceding some portions of the territory of the Indians, recognised as such in the general congress celebrated in your place, and in Mobile, in the year 1784; also, that your Lordship had directed that Lieutenant Don Pedro Reggio, Deputy of the Surveyor General of that province, Captain Don Vincente Sebastian Pintado, should not fulfil the orders and instructions which the latter had left him, communicated for his government, which must cause much disturbance and confusion, and perhaps serious injuries to the Royal Exchequer, and to the grantees or purchasers themselves. And this procedure being entirely in opposition to those faculties which his Majesty has deigned to point out to the Intendants and Superintendents with the consent of the Superior Council of the Royal Exchequer, I cannot forbear declaring, as, from henceforth I do declare, null and without effect all those concessions which may have been made in your province from the third of July of the year last past, in which I took possession of this Intendancy and Superintendency, until the processes are concluded, which are now on foot, for the regulation of this important branch, and until I have in my possession the books, documents, and the rest of the papers of the land tribunals of Louisiana, and your Florida, (which I require of you for the second time in official letter of the 12th inst.) when, with ample knowledge, rules

may be prescribed which ought to be observed in future. And that this determination may have its punctual observance, I transcribe it under date to the Surveyor General, Don Vincente Sebastian Pintado, for his intelligence, and that he may give the necessary directions to his substitute; as, also, you will be pleased to do to "those whom it may concern, advising me of the receipt of this." And to the end that this disposition may be punctually observed, I transcribe it to you for your intelligence, and that you may give the necessary directions to your deputy in that province, with a notice to the claimants that, according to their merits and circumstances, they will be in due time attended to, as soon as the process regarding the regulation of this interesting branch shall be terminated. God preserve you many years. Havana, 17th of November of 1817.

ALEXANDER RAMIREZ.

To Don Vincente Sebastian Pintado.

ANSWER OF THE SURVEYOR GENERAL.

I received the official letter of your Lordship of the 17th inst., in which you were pleased to transcribe to me that which, under the same date, your Lordship had thought proper to address to the Governor of West Florida, Colonel Don Joseph Masot, relative to the concessions of lands which the said Governor was considered to have the faculty of granting, indiscriminately, as well to his Majesty's subjects as to American citizens, and without regard to the proportion or practice prescribed by the regulations there in force, extending it so far as to deal out some portions of the Indian territory. And that my deputy in that province does not fulfil the orders and instructions which I left him, thereby causing disturbance and confusion, and perhaps a prejudice to

the royal treasury, and to the grantees and purchasers themselves; your Lordship declaring as null and without effect all those concessions which had been made from the third of July of the year last past, in which your Lordship took possession of this superintendency general, with other remarks therein contained. And, impressed with the whole, I shall give to it the most punctual compliance in the part which concerns me; and that it may meet with equal punctuality of compliance from my aforesaid deputy, I addressed him by duplicate on the 18th instant, giving him the necessary instructions, to the end that he may observe exactly what your Lordship has been pleased to order. But as from the concessions of Indian territory which are mentioned, fatal consequences may ensue, particularly in the critical situation in which the province now stand, I deem it appropriate, in case none of the various reports which I have given on this subject have reached your Lordship, to hand to your Lordship the annexed copy, in which, from leaf third to the turning of the fifth, I give an account of the boundaries between the Crown lands of that remnant of a province, and then of the property of the bordering Indian tribes, in order that your Lordship may form a judgment and determine whether they should be respected or not, in view of the thirteenth article of the treaty of peace and friendship concluded on the 31st May and 1st June, 1784, which your Lordship will find enclosed. God preserve your Lordship many years. Havana, 22d November, 1817.

VICENTE SEBASTIAN PINTADO.

To the Intendant of the Army and Superintendent General of the Island of Cuba and the two Floridas.

Information to which the reply of the Surveyor General alludes.

PENSACOLA, 18*th February*, 1814.

DEAR SIR: Under the name of Florida was formerly comprehended all the tract of land from the Gulf of Mexico to the most northern regions. Garcilasco de la Vega, in his history of Florida, says that this name was given to the continent of North America from the river Panuco, in Mexico, following the sea coast as far as the confines of Canada and Terra Nova; but this unlimited denomination was afterwards reduced to that peninsula in form of the letter L, divided into two provinces, east and west, which is situated between the river Mississippi, the river Iberville or Manchack, the lakes Maurepas and Ponchartrain, the Gulf of Mexico, the Bahama channel, and the Atlantic ocean and the province of Georgia, which is now one of the United States of America, and the most southern of them. This last limit was more clearly established by the second article of the treaty of amity, limits, and navigation, between our Government and the United States of America, signed at St. Lorenzo on the 17th October, 1795, by which is fixed the boundary which separates the territory of the said States from those of the two Floridas, by a line which begins upon the river Mississippi in the most northern part of the 31° north of the equator, and from thence directly east as far as the middle of the river Appalachicola or Chatahoochie; from thence through or along the middle of the said river, to its confluence with the Flint; from thence straight forward to the source of the St. Mary's river, and descending this in the middle as far as the Atlantic ocean. Florida, according to some, was first discovered in 1496, and according to others in 1497, by Sebastian Cabot, a Venetian, then in the English service; but although he contented

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himself with simply seeing the country, from thence, notwithstanding, originated the right of sovereignty of the discovered territory claimed by the Kings of England, and this, with that of Georgia, was included in the charter granted to Carolina by Charles II. In 1512 Florida was more fully discovered by the expert Spanish navigator Ponce de Leon, who, according to some, was sent hither by the King of Castile for the purpose of establishing a colony, but was repulsed by the natives; and, according to others, he undertook his voyage with the idea of immortalizing himself by the discovery of a third world, on which continent is found a fount which possessed the virtue of restoring youth to the aged who should drink of its waters, according to a tradition of the Indians of the Caribbean islands; and, directing his course towards the clime where fable had placed the fount, he discovered Florida, from whence he returned to Puerto Rico older than he had come. I will not detain myself with all that did happen after the return of Ponce, not believing it necessary for your purpose. I will observe, the name of Florida was given by Ferdinand de Soto, (who arrived there in the spring of 1534,) from the soft, smiling, and flowery aspect which the country presented, and does now present, at that season of the year; although others pretend that he arrived on the day of the feast of flowers, and that from thence it derives its name. Passing over in silence the other events of those remote times, of which many *should* be forgotten, I proceed to give you all the remarks which I am able respecting modern Florida, (which is the peninsula which I have designated,) as briefly as possible. Ancient Louisiana comprehended both sides of the famous river Mississippi, and on the eastern part was claimed by the French, who occupied Mobile, all the country contained between the aforesaid river and the river Perdido, and ascending the Mis-

sissippi as far as the Ohio, with unlimited depth. The English disputed this pretended right, and claimed the same territory as part of their dominions of North America, the island of New Orleans excepted. After the English conquered Canada, there continued various altercations and negotiations concerning the limits of their possessions and those of the French of Louisiana, the whole of which were terminated by the definitive treaty of peace concluded at Paris on the 10th February, 1763; it being agreed by article 7th that the boundaries between his Britannic Majesty and his Most Christian Majesty should be irrevocably fixed by a line drawn through the middle of the Mississippi, from its source to the river Iberville, and from thence by a line drawn through the middle of this river and the lakes Maurepas and Ponchartrain to the sea; and to this end his Most Christian Majesty ceded to his Britannic Majesty, in full property and with guarantees, the river and port of Mobile, and all which he possessed or ought to possess on the left side of the river Mississippi, except New Orleans and the island upon which it is situated, which remained to France. His Catholic Majesty ceded, at the same time, to His Britannic Majesty, Florida, including the fortress of St. Augustine and the bay of Pensacola. His Britannic Majesty united these newly acquired territories to his possessions in North America, under the title of East and West Florida, consequently dividing it into two distinct provinces and governments. West Florida (the capital of which is Pensacola) extended from east to west from the river Appalachicola or Chatahoochie to the Mississippi, ascending the same as far as Yazoo. The remainder of the peninsula was called East Florida, the capital of which is St. Augustine. In the years 1765, 1770, 1777, 1779, the British Government of West Florida regulated (by means of treaties con-

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cluded with Indian nations who inhabit said province,) the limits and boundaries between the English establishments and the country reserved to themselves by those nations. Mr. Purcell, who in part established and marked them out, describes them in a letter to General Wilkinson, dated Charleston, 31st July, 1802, in the following manner: beginning at the mouth of Yazoo river, from a gum and sycamore marked x 3, and runs N. 84° E. 12 miles 60 chains (a) to a post marked x 3; from thence S. 9° E. 17 miles 60 chains to Lassa Chitto or Big Black river; thence up the said river one mile; thence from the said river S. 9° E. 16 miles 15 chains; thence S. 30° W. 10 chains; thence S. 6° E. 15 miles five chains, to the ford of Hooma Chitto river, where the road from the Choctaws to the Natchez crosses the said river; from thence S. 6° E. 7 miles 15 chains; thence S. 16° E. 19 miles to the Axiet river; thence across the said river S. 61° E. 20 chains; thence S. 16° E. 14 miles to a pine, and red oak marked x 3, near Hawithathee; from thence N. 84° E. 24 miles, to Bogue Chitto; thence E. 53 miles 50 chains to Bogue Hooma; thence N. 84° E. 27 miles 30 chains, to a pine and chinquepin marked x 3, on the west bank of Pascagoula river; from thence up the Pascagoula river and Hacha Cowesa, to the conflux of Chickasawhay and Buckhatawie rivers; thence up Buckhatawie river to Bogue Hooma; thence up the said Bogue to where it crosses the trading path from Mobile to the Choctaws; thence upon southeastern course to the fork of Samtee Bogue; thence down the said Bogue to Tombigbee river, down the said river to the mouth of Fallon Bogue; thence across the said river, eastwardly, to the upper end of Nanahaba island; thence across to the east side of Alibammo; thence upon a southeastern direction to the mouth of Muddy creek, on the west side of Escambia river (1); thence east to the head of Clear

Water creek (1), down the said creek to Middle river (1); thence east to Yellow Water river (1), and from thence eastwardly: along the coast, the boundary is regulated by the flowing of the tide. Mr. Purcell adds that the directions or coures mentioned were taken by the compass or magnetic needle, at the time of the survey: that the line from the river Yazoo, as far as the river Pascagoula, is in conformity with the cession made by the Choctaws, in May, 1777, and with the conference held with the chiefs of the Ocoola Fulgha, of said nation, in January of 1779, and that he ran and marked them in February and April of the same year of 1779; and that the limits from Pascagoula to Yellow Water river, and farther east, are according to the treaties made with the Choctaws and Creeks in 1765 and 1770, and that they were in part established and marked in 1774. He also adds, that the Indians made concession for a certain value which they received in merchandise, and that the titles which they granted *for said lands were perpetual.* This information given by Mr. Purcell is all that I have been able to find out, in regard to the limits of the Indian territory in West Florida, after seven years' inquiry; for few or no documents are found in the archives of the province respecting the time of the English, for they carried them with them when they evacuated after the conquest of our arms, and according to positive information are found deposited in Somerset house, in London; and although, in the Secretary's office of the Government of Pensacola, is found a treaty of peace and amity between the Spaniards and the Creek and Tallapuche Indians, ratified and agreed to in the congress celebrated in said place on the 31st May and 1st of June, 1784, none of the limits are mentioned in it, only in the thirteenth and last article of said treaty it is stipulated "That the generous intention of his Catholic Majesty was

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not to exact from the Indian nation any lands in order to form establishments in prejudice of the property of those who enjoyed them. Therefore, and with the knowledge of the paternal love of his Majesty towards said nations, the contracting parties offered in his royal name the security and guarantee of those which they had at that period, according to the right of legitimacy with which they held them, provided that they should remain comprehended within the time and limits of his Catholic Majesty.

With regard to East Florida, I have never been able to discover that there has ever been any treaty or agreement with the nations of that province, concerning the limits of their possessions in the time of the English Government, nor in that of the Spanish authority; on that account, I can say nothing to you on the subject. During the revolutionary war of America, the Spanish arms conquered West Florida, beginning at fort Manchack, which they assaulted and surprised on the 7th of September, 1799, and a short time after that of Baton Rouge surrendered.

In 1780, they took fort Mobile, and in May, 1781, they took the post of Pensacola. The possession of this province was confirmed, and that of East Florida ceded to Spain by the fifth article of the definitive treaty of peace signed in Versailles on the 3d of September, 1783. The Spaniards extended the jurisdiction of West Florida eastwardly as far as Appalachy bay, and the rivers Wakhulla and St. Mark's, which empty themselves into said bay, between which rivers there is a fort (called likewise fort St. Mark's) at the point which the confluence of said river forms at a distance of three and a half miles from the sea. On the west side and margin of the Mississippi, they occupied and garrisoned all the English posts belonging to said province, from Manchack upwards,

and established other new ones. The Governor of Louisiana was also Governor of West Florida, and although there was always a Governor at the post of Pensacola, he was subordinate to the first. By the second article of the treaty of amity, limits, and navigation, signed in St. Lorenzo the Royal, the 27th day of October, 1795, it was agreed and declared, as I have before said, that the most southern limit of the United States of America, which separates its territory from that of the two Floridas, shall be marked by a line beginning on the Mississippi, and at the most northern part of the thirty-first degree, thence direct east to the middle of Appalachicola river, &c.; which confines are the same which his Britannic Majesty pointed out when he recognised the independence of said States; and, in consequence, as fast as the line was extended by the commissaries, astronomers, and geometricians employed, as well as that which was begun in the year 1797, the posts kept evacuating, which were hitherto occupied by the Spaniards, to the north of it, as well upon the Mississippi as upon the Mobile or Tombigbee river, and Alabama and West Florida were left reduced to a strip of land from the Mississippi to Appalache; so that, although it is reckoned at four hundred and fifty lawful English miles in its greatest length, there is hardly ninety miles in its greatest width, and forty in its least. Before the establishment of these limits, West Florida was so bare of inhabitants to the south of them, that, excepting the part of the Mississippi which appertains to it, and the towns of Mobile and Pensacola, the rest was a complete desert, and, exclusive of the garrison of these two last places, and the posts of St. Mark's of Appalachy and Baton Rouge, there were only counted eight hundred men, in all the extension of the province, capable of bearing arms, and these of all classes and nations, amongst them very few

Spaniards; indeed, the number of these was not sixty. The emigration of the evacuated posts procured for West Florida a great number of colonists, which daily increased, to whom lands were granted by the Government of Louisiana; but the greater part of these were Anglo-Americans, some Irish and Scotch, a few Germans, and about a dozen of Spaniards; the most of them unmarried.

Then began to flourish that part of West Florida between the American line, the river Mississippi, the river Manchack or Iberville, and the other waters which divide on that side the island of New Orleans, to the east part of lake Maurepas; and thence a line to the north until it meets the American line; which territory was ordered to be divided into three districts; and I myself made the division and drew the plan of the whole of it; and I found that it contained 1,827,856 arpents of area. Those three districts named Feliciana, Baton Rouge, and St. Helena, although governed by their respective alcaldes, who were thus named, were placed, in 1798, under the command of Col. Charles de Grande Pre, whom the King named Governor of Natchez, but of which government he never took possession, on account of the delivery and evacuation of that post. The two first, Feliciana and Baton Rouge, possess a soil the most beautiful of all West Florida; the third, or St. Helena, with the exception of the borders of the rivers and creeks which bathe and water it, is all pine barren, which produces, notwithstanding, good cotton, some maize, and excellent pasture for cattle. This last district, and that of Baton Rouge, comprehended all the northern part of the jurisdiction of Galveston. In all three there reigned peace, abundance, fraternity, and subordination, until the restoration of Louisiana kept depriving them gradually of those precious gifts of heaven. The contagion went on, extending to the contiguous districts to the eastward, and

latterly, we have seen it arrive to the banks of the Perdido. In fact, by the third article of the treaty concluded in St. Ildefonso, on the 1st October, 1800, between his Catholic Majesty and the First Consul of the French republic, Spain ceded back to France the province of Louisiana, under certain stipulations and conditions, which have not been complied with on the part of the latter. This back cession was of all the extent of the province at the time of the treaty, and which it possessed when France owned it, and when she ceded it to the Crown of Spain; and so it is clearly expressed in the order of the King for the delivery of the same, dated in Barcelona, 15th October, 1802. The said extension cannot be other than the island of New Orleans and the western side of the Mississippi, which was what remained to France according to the solemn treaty of 1763, already cited, by which were irrevocably fixed the boundaries of the possessions of England and France, and what France had it in her power to cede to Spain in the following year of 1764; and although, by a secret convention of 3d November, 1762, France ceded or agreed to cede to Spain the country of Louisiana, with the city and island of New Orleans, the secret was kept so well, that France, in the treaty of 1763, speaking of Louisiana, mentions it as a province of her own, of which she could dispose, as indeed she did dispose of, and ceded part of it to his Britannic Majesty; and this was only made public in 1764, when his Most Christian Majesty, in his letter to Monsieur D'Abadie, Governor of the province, dated in Versailles, 21st of April of the same year, told him that, having ceded to the King of Spain the country of Louisiana, he ordered him, in consequence, to make the delivery of the same, with the city and island of New Orleans. Spain received it, and the Count O'Reilly took possession of it definitively, the 18th of August, 1769, because General Ulloa, who

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landed there the 28th February, 1766, did not succeed in obtaining it in a stable manner; but in no ways did he receive or take possession of Mobile, Baton Rouge, nor any other part, however small it should be, on the east bank of the river Mississippi, from Manchack or Iberville upwards, since the same belonged to the English, nor did he pretend to it, nor protest against it; nor could he pretend to nor protest against the possession and occupation by the last, since Spain was a party to the treaty of 1763, and acknowledged the territory as belonging to his Britannic Majesty, under the name and denomination of West Florida, which part, as we have before said, was conquered by the Spanish arms in the war which broke out with England in 1779, during that year and the two following, 1780 and 1781. Thus, then, the Commissaries named by our Government for the delivery of Louisiana to the representative of the French republic, agreeably to the treaty of St. Ildefonso, and the royal order cited, declared in their manifest, published in New Orleans the 18th May, 1803, that the territory from the river Manchack or Iberville to the American line remained still in possession of Spain, and annexed to West Florida. The citizen Laussat, Colonial Prefect, who was in that city, sent on the part of France to receive the province, make not the least objection to this declaration, knowing that it was conformable to the sense and meaning of the stipulations; much less did he object when, on the 30th November of the same year of 1803, formal possession was given to him of the receded territory. The French authority lasted a very few days in this part of the world; for on the 20th of December following, the same Prefect Laussat delivered it to General Wilkinson and Governor Claiborne, the United States' Commissaries, to which Government France ceded it by a treaty concluded at Paris the 30th

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April of the same year of 1803; which treaty, by agreement or consent of parties, was kept secret until its ratification by the United States; but this cession was, as the first article witnesses of the same treaty of Paris, of the territory of Louisiana and its dependencies, such as the French republic had acquired it in virtue of the treaty of St. Ildefonso with his Catholic Majesty. I have no time further to extend, &c.

The above is a copy of a report transmitted to Madrid, with the above date. Havana, 17th November, 1817.

Notes which the copies omitted in their respective places.

(*a*) The miles here spoken of are lawful English, of 1760 yards, and the chains are those of Gunter, of 22 yards or 66 English feet, and eighty of these answer to a mile.

Page 4th, (1) (1) (1) rivers which empty into the bays of Escambia and Galvez, contiguous to Pensacola, which are a continuation of this.

Page 6, (*a*). The arpent is a square which has for its side ten perches of Paris, and encloses one hundred perches of area; it is a rural measure, used by us in Louisiana and West Florida—valid. Date as above.

VINCENTE SEBASTIAN PINTADO.

The above is conformable to the originals and copies, which, for the purpose of making this testimony, have been delivered to me at the Secretary's office, to which I refer. Havana, 24th April, 1817.

FRANCISCO JOSEF COWER.

I, Luis Payne, Interpreter for this Government and Intendancy, do hereby certify that the foregoing is a true and faithful translation, (the words "the source of" and "Chris-

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tian" being *first* interlined) of the annexed document in the Spanish language, of thirteen leaves; all of which I have countersigned with my flourish. I also certify, that the signature in that original document of Francisco Jose Cower, is that of the principal notary of the royal Intendancy, to which all faith may be given. Given under my hand at Havana, this fifth day of July, one thousand eight hundred and twenty-seven.

LUIS PAYNE.

I, Don John Nepomuceno Arocha, Contador of the army, and Secretary of his Majesty to the Intendancy of the army for the island of Cuba and of Porto Rico, do certify that the preceding signature of Don Francisco Jose Cower, Escribano of this Intendancy, and charged with certifying the documents which are requested, is that which he habitually uses, of his own hand, to which all faith and credit are to be given. in faith of which I give the present, at request of the parties. and according to a decree this day of the excellent Intendant of army, Superintendent of finances, Don Claudius Martinez de Pinillos. Havana, 22d of September, 1827.

[SEAL.] JUAN NEPOMUCENO DE AROCHA.

I, Achille Murat, sworn Interpreter for the Superior Court of the middle district of Florida, do hereby certify that the foregoing is a faithful translation of the accompanying Spanish document, and that the corrections and interlineations were made by my direction.

ACHILLE MURAT.

The following certificates are attached to Exhibit No. 7, G.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature which appears on the preceding document is really

and truly that of Don Juan Nepomuceno de Arocha, Secretary of the Intendancy General for the army of this island, is the one which he habitually uses in all his writings, and to which full faith and credit are to be given. In faith of which, I have given the present under my hand and seal, in Havana, this 24th day of September, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

A true translation of the certificate on the opposite leaf of the foregoing.

ACHILLE MURAT.

Consular Agency of the United States. I, the undersigned, do hereby certify that the foregoing is the signature of Don Francisco Dionisio Vives, Governor and Captain General, and the seal and his arms such as are usually sent abroad for State or law purposes. In testimony of which, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

EXHIBIT No. 8, H. H. M. B.

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signatures subscribed to the annexed document are those of Penillos, Intendant General of this island; of B. Betancourt, an officer of the Intendancy, under him; and of Don Juan de Casa Nova and Don Vincente Urrutia, two of the principal officers called Contadors, charged with the details of the In-

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tendancy; all of whom are well known to me as respectable officers of the Intendancy, to whose attestations as such faith and credit ought to be given, both in and out of court. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

TRANSLATION.

Most Excellent Sir, Intendant: Colin Mitchell, of this city, merchant, setteth forth, that, being interested in having an authentic copy of the royal order issued 30th November, 1787, and directed to the Governor of Louisiana, for the building the fortress of St. Mark's de Appalachie, in Florida, he begs your Excellency to be pleased to permit the principal Contadors to provide him with this document; which is a favor, &c. Havana, 2d July, 1827.

COLIN MITCHELL.

Havana, 3d July, 1827. Be it so; and for this purpose pass this memorial to the tribunal of accounts, this decree serving for an official letter.

PINILLOS.

Tribunal of Accounts, 3d of July, 1827. Given, in continuation, from the table of minutes, a certified copy of the royal order alluded to; which done, deliver the same to the memorialist.

CASA NOVA.
URRUTIA.

ROYAL ORDER.

By the letter of your Lordship, No. 500, of 7th June last, and relation which accompanies, the King is informed of your

having agreed with the Governor to carry into effect the establishment of St. Mark's of Appalachie, of the steps taken for this purpose, of the number of people to be employed, and workmen destined therein, whose payment monthly amounts to 425 dollars; upon which subject, by the royal order of 14th August last, all the measures were exposed, of which your Lordship adopted in the part which belonged to you respecting the establishment. God preserve you, &c. Madrid, 20th November, 1787.

VALDES.

To the Intendant of Louisiana.

New Orleans, 7th of March, 1788. Pass the present to the principal officer of accounts for this province, for the government therein.

NAVARRO.

The above is a copy of the original, which I attest. New Orleans, 15th February, 1790.

JOSE ORNE.

The above is a copy of the royal order, which is to be found duly recorded at the table of minutes in my charge, in folio 475 of the 8th book of these, and which I certify, in virtue of the order which precedes. At said table, this 3d July, 1827.

BONAVENTURA BETANCOURT.

I, Juan Nepomuceno de Arocha, Contador, &c. (his titles) do hereby certify that the preceding signature of Don Bonaventura Betancourt, entrusted, by our lord the King, with the board of memorials of the Superior Court of Accounts, is the one which he habitually uses of his own hand, and to which full faith and credit are and must be given. In faith of which,

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I give the present, at the instance of the parties, and according to a decree of his Excellency the Intendant of Army, Superintendent of Finance, Don Claudius Martines de Pinillos. Havana, 22d of September, 1827.

JUAN NEPOMUCENO DE AROCHA.

I, Don Francisco Dionisio Vives, &c. (his titles) do hereby certify that the signature which appears on the preceding document of Juan Nepomuceno de Arocha, Secretary of the Intendancy General for the army of this island, is that which he habitually uses in all his writings, and that to it full faith and credit are to be given. In faith of which, I give the present under my hand and seal, in Havana, this 24th of September, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

Consular Agency of the United States. I, the undersigned, do hereby certify that the foregoing is the signature, in the foregoing, of Francisco Dionisio Vives, Governor and Captain General, and the seal and his arms such as are usually sent abroad for State or law purposes. In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

I, Achille Murat, sworn interpreter of the Superior Court of the Middle District of Florida, do hereby certify, that the foregoing is a faithful translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 9, I. H. M. B.

Consular Commercial Agency of the United States, Havana. I, Vincente Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signatures subscribed to the annexed document are those of Pinillos, Intendant General of this island; B. Betancourt, officer of the Royal Intendancy, under him, and of Don Juan de Casa Nova, and of Don Vincente Urrutia, two of the principal officers called Contadors, charged with the details of the Intendancy, all of whom are well known to me as respectable officers of the Royal Intendancy, to whose attestations, as such, faith and credit ought to be given, both in and out of court. In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

TRANSLATION.

Most Excellent Sir, Intendant: Colin Mitchell, merchant, sets forth, that, being desirous of proving by sufficient documents, which must exist in the archives of this Intendancy, that the fort of St. Mark's, upon the river Appalachie, in Florida, together with the territory which lays to the westward, was dependent first upon the Intendancy of Louisiana, until the cession of that province to the French, when it went back to the jurisdiction of the Governors and Deputy Intendants of Pensacola, he begs your Excellency to permit your superior Contadores to certify, in continuation, what they may find to that effect, returning the same to him for the purpose that may suit him; which he will acknowledge as a favor. Havana, 30th April, 1827.

COLIN MITCHELL.

Your Excellency.

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Havana, 30th April, 1827. Be it so, this decree serving as an official communication.

PINILLOS.

Tribunal of Accounts, 30th April, 1827. Communicate it to the table of the archives. (Two flourishes of the Contadors.)

Gentlemen Superior Contadors: In the official correspondence of the Governor and Sub-Intendant of Pensacola, West Florida, there is the following official letter: "His Excellency the Count de Galvez, after the conquest of this place, determined that all West Florida, as regards the Intendancy matters, should depend upon the Intendancy of Louisiana, and so it has continued until the 30th November of last year, when the province of Louisiana was ceded to France. On this account the Intendancy there ceased, and, consequently, my dependence upon it; and now this branch of the Royal Exchequer is at my charge, until his Majesty is pleased to name the Intendancy upon which it is to depend in future, or otherwise determine what may be his sovereign will."

This notice I communicate to you, begging you, at the same time, to favor me with your superior counsel in the discharge of this important branch. I salute you, &c. Pensacola, 14th May, 1804.

VINCENTE FOLCH.

To the Gentlemen, President and Superior Contadors of the Royal Tribunal and Audience of Accounts in the Havana: Upon examining the inventories of the archives of the departments of New Orleans and Pensacola, there appears one of the documents remitted to this tribunal of 14th January, 1794, as vouchers of the accounts of the treasury of the province of Louisiana for the years 1790, '92, and in it is the following item: "One bundle, besides No. 21, with an account of the entries of the store-keeper of Appalachie,

Don Ignacio Ruis, respecting the provisions, artillery, and royal hospital, corresponding to the year of 1792, the others being already remitted to the superior tribunal of the former years, 1790 and '91." In another inventory of New Orleans, 15th October, 1804: "The accounts of Don Lorenzo Vitrian, store-keeper of the port St. Mark's of Appalachie, corresponding to the years 1793, '4, and '5." In another of 18th December, 1809, from Pensacola, it says: "Documents of the expedition of Appalachie in 1802, 722 items, cancelled by various documents to the end of 1795; 51 certificates, despatched on various accounts—accounts for the furnishers of necessaries for the royal hospital of Appalachie, for the years 1793, '4, '5. Correspondence of the Commissary of the expedition of Appalachie in the years 1800 and 1802—Correspondence of the Intendancy, with the store-keeper of Appalachie, from 1787 to 1804, inclusive—Documents of Placaminas, Baton Rouge, Pensacola, Appalachie and Natchez." In the correspondence of the Intendancy of New Orleans with the Sub-Intendant of Pensacola, is found an official copy, dated 1st October, 1791, of the letter which follows: "Don Estevan Miro, Intendant General of these provinces, says to me as follows: By reason of its being represented to me by Don Joseph Vidal, store-keeper of Appalachie, that he is in bad health for a long time, and desires to be removed from that destination, because continual attacks of indisposition do not permit him to discharge his duty, I have determined to fill that vacancy with Don Ignacio Ruis, in whom are found the qualities fit for the faithful discharge of that office. I inform you of the same for your instruction, as well as that of the other officers of the treasury in your place. God preserve you, &c. New Orleans, 24th October, 1788.

"ESTEVAN MIRO.

"*To Governor Arthur O'Neill.*"

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And I transcribe the same to you for your information, and to take notice in the royal offices in your charge. God preserve you, &c. &c. Pensacola, 10th November, 1788.

ARTHUR O'NEILL.

To Don Gabriel Marin Pizarro.

The preceding articles prove that the fort of St. Mark's of Appalachie depended upon the Intendancy of New Orleans until the retrocession of this to France, when, in consequence of what was ordained in the royal order of 31st March, 1806, the Intendant pro tem. removed with the remaining officers under him to Pensacola; from that time the said fort, and its jurisdiction also, depended upon that Intendancy, and before and after upon the government and Sub-Intendancy of that place, until its delivery to the Government of the United States of America. I omit citing a variety of royal orders and data much to the purpose, and which I have before me, such as official reports from the principal army officer of that province, relating to the officers employed in every way, the expenses and the expedition of St. Mark's of Appalachie, in order not to be diffuse. Table of archives, and of credits of the principal officer of accounts, in Havana, 16th May, 1827.

BETANCOURT.

Royal Tribunal of Accounts, 17th May, 1827. We have taken note of the foregoing report from the table of archives, and it may be delivered to the party interested, as proof for his use.

CAZANOVA.

URRUTIA.

I, Juan Nepomuceno de Arocha, Contador, &c. (his titles,) do hereby certify that the preceding signature of Don Bona-

ventura Betancourt, entrusted by our Lord the King with the board of memorials for the Superior Court of Accounts, is the one which he habitually uses, of his own hand, and to which full faith and credit are to be given. In faith of which, I give the present, at the instance of the parties, and in obedience to a decree of his Excellency the Intendant of the Army, Superintendent of Finance, Don Claudius Martinez de Pinillos. Havana, 22d of September, 1827.

[L. S.] JUAN NEPOMUCENO DE AROCHA.

I, Achille Murat, sworn Interpreter for the Superior Court of the Middle District of Florida, do hereby certify, that the foregoing is a faithful translation of the annexed Spanish document. ACHILLE MURAT.

I, Luis Payne, Interpreter to this Government and Intendancy, do hereby certify, that the foregoing is a true and faithful translation of the annexed document in the Spanish language, three leaves, all of which I have countersigned with my flourish.

I also certify, that the signatures of that original document, of "Pinillos," is that of the present Intendant General of the island, "Casa Nova and Urrutia," that of the principal Commissioners or Contadors, and "Betancourt," that of the depository of minutes or archives, all of the Intendancy, and to me well known, and to which all faith may be given. Given under my hand, at Havana, the second day of July, 1827.

LUIS PAYNE.

Consular Commercial Agency of United States, Havana.

I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that Don Luis Payne, whose signature is subscribed to the annexed transla-

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tion, is the principal interpreter of this Government and of the Royal Intendancy, to me well known. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this second day of July, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-first.

[SEAL.] VINCENT GRAY.

I, Don Francisco Dionisio Vives, &c. (his titles,) do hereby certify, that the signature which appears on the preceding document is that of Juan Nepomuceno de Arocha, Secretary of the Intendancy General for the army of this island, and is that which he habitually uses in all his writings, and that to it full faith and credit are to be given. In faith of which, I give the present under my hand and seal, in Havana, this 24th day of September, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

I, Achille Murat, certify that the above is a true translation of the certificate on the preceding page.

ACHILLE MURAT.

Consular Agency of the United States. I, the undersigned, hereby certify, that the foregoing is the signature of Don Francisco Dionisio Vives, Governor and Captain General, and the seal and his arms such as are usually sent abroad for State or law purposes. In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY.

EXHIBIT No. 10, K.—TRANSLATION.

Don Francisco Dionisio Vives, &c. (his titles.) I certify, that the signature of Don Vincente Sebastian Pintado, formerly Surveyor General of the two Floridas for his Majesty, which gives authority to the annexed document, is that which he habitually uses of his own hand in his certificates, and that full faith and credit are to be given to it; and in order to show it, I have signed the present in Havana, sealing it with my coat of arms, the 9th day of October, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

Most Excellent President, Governor, and Captain General: Don Colin Mitchell, inhabitant and merchant of this place, to your Excellency sets forth, that it is highly interesting to him to have an authentic copy of the information which was given in the year 1816 in Pensacola, by the Surveyor General, Don Vincente Sebastian Pintado, to that Government, or of that given by the Fiscal of the royal finances of those provinces, relating to a cession of land to which Don James Barcelo pretends; and as the said Signior Pintado is in this city with his archives, he, the petitioner, supplicates your Excellency to permit this authentic copy to be given him in due form; which grace he hopes to have granted. Havana, October 5th, 1827.

COLIN MITCHELL.

In margin—Havana, October 5th, 1827. Let it be given, if it can be given.

VIVES.

And below, on the margin—Complied with, this 6th day of October, 1827.

VINCENTE SEBASTIAN PINTADO.

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Don Vincente Sebastian Pintado, Captain of Infantry, Surveyor General of his Majesty, whom God preserve. According to the superior decree which precedes, provided yesterday by the most Excellent Governor and Captain General, and given at the instance of Don Colin Mitchell, merchant and inhabitant of this place, I do certify, that, in the bundles of minutes of fiscal papers of Don Juan Miguel de Losada, formerly "*Contador Official Real*" of West Florida, which are actually in the office of general surveys, where it came from the office of general subdelegate superintendance of royal finances, by disposition of that authority, with the other documents relating to lands, in order to form a circumstantial account of all the land conceded in both Floridas during the Spanish domination, according to what his Majesty deigned to order and dispose, there is to be found one of the said minutes in the handwriting of the said Fiscal, the tenor of which paper is literally as follows: "The Fiscal says, that he considers all the vacant land in the extent of the jurisdiction of this province, as far as to the line dividing them from the United States, as belonging to the Crown, *(realengas,)* because it does not appear that his Majesty acknowledges any other sovereignty within his limits; nor is any thing more than inferences to be deduced from the report of the Surveyor, without being shown by a document authorized by our Government, as the Fiscal exposed on the 15th of this present month in the case of Don Thomas Villaseeca. The Fiscal is of opinion, that, as the Indians did not disturb the man called Zamora, who remained established until his death on the place that the petitioner asks for, that your Lordship may graciously concede him, if you think proper, provided those interested shall abide by the event, the portion of land

which he can put in cultivation in proportion to his family, and the quantity required for grazing grounds for his cattle, within the limits designed by the regulation of 17th July, 1799, not doing any injury to third persons; for the Board of Royal Finances, on the 22d of November, 1806, reserved to the Intendancy the faculty of making gratuitous concessions to those persons who they should think to deserve them, whilst means should be adopted to sell, successively, the rest of the land. But first, he must solemnly make oath that no stranger whatever has part in this solicitation, and that he will not dispose of the lands to them, according to what is ordered by his Majesty by a royal order of the 31st of March of the said year of 1806, and in order to promote the settlement of the province with subjects of the King. The court, however, will resolve what they think most just. Pensacola, 23d of September, at the instance of Jayme Barcelo, for eight hundred arpents in the habitation of Zamora;" and agreeably to the orders, I give this in the ever loyal city of Havana, this 6th day of October, 1827.

VINCENTE SEBASTIAN PINTADO.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

The following certificate is attached to Exhibit No. 10, K.

Consular Agency of the United States. I, the undersigned, hereby certify that the signature to the foregoing document is that of the Governor and Captain General of the island, Don Francisco Dionisio Vives, and that it is his usual manner of signing, to me well known. In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this ninth day of October, in the year of our Lord

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one thousand eight hundred and twenty-seven, and of the Independence of the United States the fifty-second.

[SEAL.] VINCENT GRAY,

Consular Agent of the United States.

EXHIBIT No. 11, L.—TRANSLATION.

I, Don Mauricio Cano y Llano, Archive Keeper of the office of the Secretary of State, &c., do hereby certify, that, under date the 23d January, 1784, communication was made to the Governor and Captain General of the city of St. Augustine and province of Florida, Don Vincente Manuel Zespedes, and enclosed to the Captain General of the island of Cuba, for his information, the royal order following: "Notwithstanding that, according to the decree of the King of 3d November last, in which he granted to your Lordship the Government and Captain Generalship of the city of St. Augustine and province of Florida, the title of the same was issued from the Chamber of the Indies agreeably to those of the Governors, your predecessors, and as directed by the law 1, book 5, chapter 2 of the *Recopilacion*, (a title signifying collection) with the quality of said Captain General, his Majesty commands me to inform and advise your Lordship that the Conde de Galvez is head of both Floridas, East and West, as separate Captain General of these, together with the province of Louisiana; and with this understanding his Majesty desires that you will understand with the said Count Galvez, and observe his dispositions, in order to preserve uniformity between your Government and that of the other Florida and Louisiana, in the same way as before the cession of St. Augustine to England by the treaty of 1763: the Governors of that city and province were under the orders of the Captains General of the island, notwithstanding their enjoying the same title and quali-

ty of Captains General of Florida; and this command, by his royal order, I have, under this date, also communicated to Count Galvez and the Governor of Havana, for their guidance." And for the purposes required, I have, at the request of J. M. Simpson, and with the consent of my chief, his Excellency Don Fe Gadeo. Colomarde, Secretary of State, &c., granted the document, signed by me, and sealed with the Secretary of State's seal. Madrid, 13th December, 1825.

[SEAL.] MAURICIO CANO Y LLANO.

I, Don Ignacio Salaya, Escribano de Camera of his Majesty, and of the Most Serene Infant, Don Carlos Maria, &c. I certify that Don Mauricio Cano Llano, by whom the foregoing is signed and given, is Official Archivist of the Department of Grace and Justice of the Indies, as he entitles himself, and that to his writings full faith and credit have always been given in both departments, for he does and exercises all acts belonging to that office. In faith of which, I give the present, in Madrid, the 20th of December of 1825.

IGNACIO DE SALAYA.

I, Achille Murat, sworn interpreter of the Superior Court of the middle district of Florida, do certify that the foregoing is a faithful translation of the annexed Spanish document.

ACHILLE MURAT.

I, Obadiah Rich, Consul of the United States for Valencia, and all places nearer thereto than to the residence of any other Consul of the United States, do hereby certify that the foregoing signatures are the true and genuine signatures of the persons they represent, and as such are deserving full faith and credit. In witness whereof, I have hereunto affixed my

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hand and seal, in Madrid, this 21st day of December, 1825, and of the independence of the United States the fiftieth.

[L. S.] O. RICH.

EXHIBIT No. 12, M.—TRANSLATION.

I, Don Francisco Hurtado de Mendoza, of the Council of his Majesty, Secretary to our Lord the King in exercise, Knight of the royal and distinguished Spanish order of Charles III, and Officer of the Archives of the first Secretary of State's office, do certify that, in the archives under my charge, is found a circumstantial account of some sales made by the Indians in the Floridas, sent by the Government of Havana on the 20th of August, 1824, which says exactly as follows:

No. 2. East Florida. A minute account of the large cessions of territory made by the Seminole and Lower Creek Indians to the Scotch house of Panton, Leslie, & Co., and to that of Forbes & Co., successors of the former, both established in Pensacola, in payment of debts contracted by said Indians, and as indemnification for thefts and depredations committed by them, headed, as it appears, by the adventurer William Augustus Bowles, in the years one thousand seven hundred and ninety-two and in eighteen hundred; and of another cession of an island, made to Mr. John Forbes in particular; the whole being approved of or confirmed by the Government or Commandancy of West Florida in eighteen hundred and six and eighteen hundred and eleven.

Useful notes. 1st. As these lands are situated to the east of the Appalachicola river, a comparatively small portion excepted, which lie to the west of the same, and as this river, until its confluence with the Flint river, is the common bound-

ary of the two Floridas, the ceded territory, therefore, belongs to East Florida, and on that account the particulars of the relative statement are inserted among those of the said Florida.

2d. Although the Intendancy of Louisiana, which passed over to West Florida in 1806, was ruled or governed by the royal ordinance of Intendants of New Spain, there was, however, no decree on the part of said authority concerning these cessions of territory, nor did it take any cognizance of them; nevertheless, there are found in the archives of the Secretary's office of this superintendency, in the island of Cuba, three original processes, which were begun and followed up in that said political and military Government or Commandancy, and two testimonials or certified copies of the titles of confirmation, which were granted by the same in the years 1806 and 1811, without there appearing any note of the motive or cause of this removal, and from which documents is extracted the detail to be given.

3d. Among the aforesaid documents and titles is found an exact copy of the testimony which was presented to me of the concession granted by the Captain Generalship of this island and both Floridas, to the aforesaid house of Forbes & Co., of lands situated in West Florida, in compensation of damages and injuries; (see No. 9 of the general statement of the concessions of that province;) but although the said copy is upon paper of the proper stamp, and that it appears it should have been attested by the deputy of the notary of the Government and Council, Don Michael Mendez, now deceased, yet this formality was omitted, either through forgetfulness, or from having considered a bare copy as sufficient for the purpose of making a mere minute, note, or notice in the office of the Secretary of the Intendancy and General Superintendency, the which had not been adverted to when I drew

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up said No. 9, which I did in conformity with that which I myself had copied, when the authentic copy there mentioned was presented to me: notwithstanding, for greater security, I requested to see the original and primitive writing, which also being shown me, I also demanded an authentic copy, which was furnished by the Government Notary, Don Manuel Ayala, on the 10th of February of the current year, 1824, made in consequence of the preceding decree of his Excellency the President, Governor, and Captain General, of the 28th of January of the same year, which followed the request of Don Colin Mitchell, agent of said house, and who left it in my possession.

YEARS 1804 TO 1806, INCLUSIVE.

Cession First.—The house (or firm) of William Panton, John Leslie, & Co., represented by John Innerarity, presented a petition on the fifth of January of 1804 to his Excellency the Governor of West Florida, praying permission to enter into negotiation with the Seminole tribe of Indians, whose chiefs, he said, had made offers to Mr. John Forbes, principal partner and director of said house, of ceding to them a portion of the lands occupied by the said Indians in the district of Appalachie and Appalachicola, in payment of debts which they had contracted with said company, and thefts which they had committed upon the stores of the firm established in the neighborhood of St. Mark's, and, upon the cession being effected, that he would confirm and secure them to the firm, that they might dispose of them at their pleasure; and on the seventh of the same month and year, his Lordship decreed in the affirmative, but upon condition that the petitioners could not dispose of the lands which they might ob-

tain from the Indians without the knowledge and consent of that Government.

The transfer or cession was made (as has been adduced from an English document, which was afterwards translated into Spanish) in the village of Chickatalofa on the twenty-fifth of May of the same year, 1804, in which there appear the marks of twenty-four chiefs, warriors, or heads of the said tribe, as, also, the signature of William Hambly, as interpreter.

In continuation of this paper, is found a certificate of his Excellency the Governor of West Florida, of the 22d of June of the same year, signed by his hand, sealed with his seal, and countersigned by his Secretary, certifying that the Indian chiefs who had signed appeared on the 20th of the same June before his Lordship, and giving their hands in proof of friendship, they told him, among other things, that one of the motives which had caused their coming was to declare to him that they had ceded to the house of Panton, Leslie, & Co., in payment of debts they had contracted with them, and robberies they had committed upon their store at Appalachie, certain lands whose limits were designated in the act of cession preceding, which act had been done with the perfect understanding of their nation, and had been signed in its name. The confines or limits of the body of land ceded by the agreement, out of that occupied by them, as now stated, and as expressed in the original English, which is clearer than the Spanish translation, are as follows.

A line (curved, no doubt) which begins at the mouth of the Appalachicola river, and runs up said river, *including all its islands*, until within a mile of the village called *Yawalla;* from thence proceeding in a right line to within the distance of two miles from the highest source or head of the Wakhulla

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river; from thence following around the said origin or source at the same distance, and descending on the other or east side of the Wakhulla, always at a distance of two miles from it, proceeds until it arrives at a point opposite the spot where formerly stood the store of the said Panton, Leslie, & Co ; from which point it proceeds directly to the river, and descends it as far as the sea; from thence it follows the coast on the outer side of all the islands that are within the distance of four leagues of the continent, until arriving at the first mentioned point, at the mouth of the Appalachicola river.

In continuation, there is found (in English, also, translated into Spanish) another act of the assembly or council of chiefs, warriors, and heads of the Lower Creeks and Seminoles, celebrated, as it appears, on the slope or hill of Chackweithle on the river Appalachicola, on the 22d of August of 1804, referring to the treaty already drawn out, ratifying it, with modification or difference, that the northern limits, instead of running as in it are expressed: to wit, "from the east side of the Appalachicola river to one mile below the Yawollee, and from thence to the river Ockalagany, at Burgess's ford, &c." it should run from the east side of the said river Appalachicola from a point taken five miles above the steep rock or declivity Estifanulgee, directly to Withlockagee, or Little river, where it crosses Thompson's foot path; and from thence, following the said path until it crosses the said river Ockalagany; and from thence straight towards the head of Wakhulla river, stopping one mile from it; from whence, and downwards, following the course of said river, at the same distance, until it arrives one mile below the plantation or field of William Kennaird; and from thence, straight to the river, and following its bed or channel, to the sea. By the certificate of the Governor of West Florida, placed at the foot of the

said document of ratification, on the fifth day of December of 1804, it is set forth that on the third of the same month, in a large assembly of said chiefs, celebrated in Pensacola, they declared to his Lordship, through the medium of their principal orator, that, with the general consent of their nations, they had confirmed the cession of lands made to the abovementioned house in May of the same year, the limits of which had been designated with greater precision than at first, and were those which were expressed in the act which preceded. In the writing follow the accounts of the debts and the details of the losses and expenses, after which follow those of possession, boundary, and demarcation of the limits, and the acknowledgment of their being in order, upon which the various Indian chiefs put their marks; as also the certificates of the commander of fort St. Mark's of Appalachie, Captain Ignacio Balderas, and witnesses of the said Indians having signed in their presence, and all of these documents (and certificates) bear date second of August, 1806. To these follow a plan of the ceded territory, signed by the aforesaid Don John Forbes, and in continuation, and as the last document, a memorial from the same, dated in Mobile, 28th November, 1806, praying his Excellency the Governor or Commandant of the province, who at that time was in the same district, that he would put him in possession of the lands (ceded to him by the Indians) in the name of our Lord the King, (whom God preserve,) with the condition exposed in the decree of the 7th January, 1804, and that the original documents he deposited in the office of the archives of the province, giving him a summary extract of the documents which compose it, that it might serve at all times as a formal title; which was decreed, accordingly, on the same 28th of November; and under date of the third of December of the same year, 1806, the title of confirmation was issued by the said Governor Don Vincente

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Folch Y. Juan, who in it ordered that the original papers be recorded in that Secretary's office, and a copy of the title: all which accordingly, as has been said, is found in the archives of this Intendancy and Superintendency General, attested to be conformable to the original by the Governor pro tem. of the said West Florida at that time, Col. Don Francis Maximilian de St. Maxent, December 20th, 1811, sealed and countersigned by his Secretary. In none of these cases or documents referred to does it say what was or what might be the area contained in the space of land thus ceded and marked out as just mentioned, but, according to the topography of that part of the province, and the most modern opinions, it is intimated to contain more or less an area of one million twelve hundred thousand square arpents, of Paris of land and water, exclusive of those of Appalachicola bay, say 1,200,000.

YEAR 1811.

Cession second.—The house of John Forbes & Co., established in Pensacola, represented by Mr. John Innerarity, presented a memorial of the 7th of June, 1811, addressed to the aforesaid Governor Don Vincente Folch, accompanying which with various documents, which will be mentioned, that, in consequence of the congress which was held at Pensacola on the 22d of January of the same year, the principal chiefs, heads, and warriors of the Lower Creek Indians of the Chatahoochie and Flint rivers, presided over by the same Governor, to determine the method of paying to the said firm the sum of nineteen thousand three hundred and eighty-seven dollars and fifty-six and a quarter cents, to which amounted the list or statement No. 1 of the debts which were pending between the contractors and the Indians of said towns, and in reference to which they had treated in the month of April, 1810, in the village of Tuskatalofa; they had agreed or complied

with the contents of document No. 2, and its translation, No. 3, which were to cede and transfer to the house of Mr. John Forbes and Company, in payment and compensation of said debt, two tracts or spaces of land contiguous to and bordering upon those which, in 1806, the abovementioned chiefs had ceded to the house of Panton, Leslie, and Company, (see cession first of this statement,) from the same motives; and that the said heads and chiefs had met anew on Prospect Bluff, at Appalachicola, confirming the said cession to the said house of Forbes and Company, naming deputies to assist the Surveyor (who is not mentioned, nor do I know who he was) in the demarcation, as was proved by document No. 4, and its translation, No. 5; and that every thing had been completed, as it appears from the act or paper signed in fort St. Mark's, before its commander Captain Mark Villiers, by the chiefs commissioned, which act accompanies, and is marked No. 6; no other formality, he adds, is wanting for the conclusion of the whole, but for the Governor to interpose his authority in order to confirm the cession, and exercising the power conferred upon him by our Lord the King, (whom God preserve) that he would be pleased to order the despatch of the *title* in form, and in the same manner as the former grant to the same house, then representing Panton, Leslie, and Company; and he concludes by asking that the original process should remain in the Secretary's office of that Government, after note being taken of both titles, as he says, in the office of the Surveyor General, who, however, did not interfere in the business, nor among all those papers is there to be found any title, note, or signature from him. On the following day, the 8th of June, 1811, he decreed accordingly, under the condition that the said Forbes and Company should not have the power of disposing or transferring the lands without the distinct per-

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mission of that Government, and that their concession should be understood in precisely the same terms with that the title of which he granted on the 3d of December, 1806.

The limits or boundaries of the two tracts of ceded territory, which, according to the plan which was presented, are in reality three distinct tracts, considerably distant from each other, and of course with no connexion between them, as appears from the aforesaid document No. 2, and its translation, No. 3, drawn out by me, as well also as were the other papers, for I then exercised the office of Interpreter, as also that of the Government, the latter situation being then vacant, are as follows:

First tract. A line beginning on the Appalachicola river, at the termination of the actual boundary of the land which had been ceded to the house of Panton, Leslie, and Company, ascending said river, and including its islands, until it arrives at the creek called Sweet Water creek; from thence following said creek upwards to its fount or origin; from thence running a northeast direction until it meets the boundary line of the land already ceded to the house of Panton, Leslie, and Company; from thence following said line (without enclosing space) until it cross the river Ocalagany, (where it begins to contain superficies;) from thence, as they then supposed, a direction about southeast, until it met with the river St. Mark's, (which is a different tract from the former, although it is supposed to be an integral part of the first;) from thence following the course of said river downwards, (including all its islands,) until it unites with the sea.

Second tract. All that space of land on the west side of the river Appalachicola, beginning at its mouth, and ascending the same until it arrives at the outlet of Wimico lake; from thence running up said lake a supposed distance of three Eng-

lish miles; from thence in a right line, crossing creeks, coves, and other waters, until it reaches the most western point of St. Vincent, alias Deer island; from thence round about the same in its whole extent, and from thence to the aforementioned point of outlet or beginning, at the mouth of the river Appalachicola, including all the islands within the said limits or confines which should not have been already conceded to the house of Panton, Leslie, and Company. The document No. 4, with its translation, No. 5, to which reference is made in the aforesaid memorial, is the cited act or agreement upon which a meeting was held at Prospect Bluff on the 22d of April 1811, in the which there are marks or signs of a cross of fifteen of the principal Indians, with the signatures of three witnesses, and at the end the certificate of the commander of fort St. Mark's of Appalachie, Captain Don Mark de Villiers, and two assisting witnesses, dated the 25th of May of the said year of 1811; before whom, says the certificate, appeared seven chiefs of the Seminole tribe or nation, who declared that the signatures to the same papers were done by them and other chiefs of their nation; that they acknowledged them to be true and legitimate, and that the cession and sale contained in it were good and valid, having been stipulated with full knowledge of the nation, and signed in its name; and, in the document to which this certificate is attached, the Indians say that they confirmed the cession in all its parts, intention, and design, according to the annexed plan, adding the limits of what had been shown, traced, marked out, and measured in their presence, and in that of the other chiefs and heads of the said Lower Creeks, who were present with that object. Their last chiefs are named in succession, and are twelve in number; all which shows that the demarcation and boundary had been performed, and that the plan had been made out agreeably to the

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same. The No. 6 which is mentioned is properly the document of the boundary and demarcation the Spanish language also recognised, and the validity of the boundaries mentioned, designated, and described in it, before the same commander of fort St. Mark's, and with the assistance of witnesses, on the same 25th day of May, 1811, expressing in detail in said document the courses run, the distances measured, and the natural and artificial boundaries and limits; but it is necessary to observe, that that part of the territory ceded and marked out which borders on the east part with the river St. Mark's and its channel, as far as the sea, involves and includes the fort St. Mark's of Appalachie, without its appearing in the cessions, measurements, adjustments, nor in any other part of the transactions, that the said fort, and the land appertaining thereto, nor *any other of the royal rights of the august sovereign, had been excepted.* In the original expedient there follows a relation (No. 7) of the expenses occasioned to the house during the negotiations with the Indian chiefs, and other measures pursued for obtaining the cession of said tracts of land; and, according to it, they amount to 3,492 dollars 18¾ cents; and the said process ends with the plan upon which are designated these lands in three distinct portions. On the 15th of June of the same year, 1811, in Pensacola, the Governor of West Florida granted a title of confirmation, agreeably to a decree of the 8th of the same month and year, in which he makes reference to the two tracts designated by the Surveyor General of the province in the plan which he had drawn out to accompany the original process, afterwards ordering that the same Surveyor General should take note not only of this title, but also of the one issued in 1806, under the same circumstances, as also that of the island ceded to Don John Forbes in particular, according to the copy or testimo-

nial which is said in the beginning of this statement (Note 2) is found in the Secretary's office of this general superintendency: neither in the process, nor in the title, nor in the plan that is found in the first, is expressed what may be the plane area of these lands; but, in the other plan, signed by the same Don John Forbes, is found calculated the area of two portions, which, according to the cession, compose the first tract, and are as follows: that tract comprehended between the river St. Mark's and the eastern limits of the cession made to the house of Panton, Leslie, & Co., its area is computed at 82,500 English acres, equal to 97,485 arpents of Paris, and 45-128ths of another. The other portion, contained between the western limits of the upper part of the cession in favor of the aforesaid house of Panton, the river Appalachicola, and the Fresh Water creek, according to the calculation of the same Forbes, its area is 18,500 acres, equal to 21,860 arpents, and 45-128ths of another. The other portion, between the river Appalachicola, the lake Wimico, the line running to the point in front of the most western point of the island of St. Vincent's, (including this last.) the said Forbes did not compute the area, nor is it easy to ascertain it; for this tract is figured differently in the plan signed by Forbes, and in the one which is attached to the process upon the subject, as I have been informed; but, taking a middle term between the two figures. it may be estimated at, more or less, land and water, including the channel which separates the island from the continent, at sixty-five thousand plane arpents, (65,000.)

Cession third.—On the 7th day of June, 1811, Don John Innerarity, *special attorney* of Don *John Forbes*, presented a memorial to the Governor of West Florida, setting forth that (as appeared by the document No. 1, and its translation No. 2, which accompanied it,) the principal chiefs, heads, and

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men of note of the villages of the Lower Creeks and Seminoles, in consideration of the important services which the said Don John Forbes had done to them, and the particular attention with which he had treated them, since the year seventeen hundred and eighty-five, in which was established in that province the house of Panton, Leslie, & Co., they consented and agreed, unanimously, in an assembly held in the village of Tuscatalofa, on the river Chatahoochie, on the tenth of April of 1810, generously, and of their own free will, to the said John Forbes, to cede and transfer an island of about seven miles in length, and rather more than one in breadth, situated in the river Appalachicola, in front of the store and factorage which at that time stood there, to have possession of it in its full extent; and that he dispose of it in favor of his heirs, or transfer his right in it to whomsoever he might think proper. In virtue of which, and the cession being ratified by document No. 3, which also accompanied it, signed by the chiefs, before the Commandant of the fort of Appalachie, nothing was wanted, as he said, but that his Lordship should interpose his authority, ratifying said cession, and ordering the title to be despatched in the same terms with that issued to the house of Panton, Leslie, & Co., and the one which should be despatched to that of the said Don John Forbes & Co. On the 8th day of the same June, the decree was given accordingly, with the understanding that Mr. John Forbes could not dispose of the island nor transfer it without express permission of that Government, and that its concession should be understood as that the title of which was issued on the third of December, 1806. The said documents, 1, 2, and 3, corroborate the statement, and the originals of all three are found in the process upon this subject, No. 1, being said cession, dated at Prospect Bluff on the 22d of April of 1811, and the signatures and marks ac-

knowledged in presence of the said commander of fort St. Mark's of Appalachie, Captain Don Mark De Villiers, and two witnesses, on the twenty-fifth of May of the same year. No. 2, its translation from English to Spanish, and No. 3, another document in Spanish, signed in presence of said Commandant De Villiers, witnesses and interpreters, in which, referring to the meeting held on the 26th of April of 1810, and to the above of the 22d of the same month of 1811, seven Indian chiefs declared, under their marks and the sign of the cross, that they have been present at the last, accompanied by Don William Hambly, agent and Interpreter of Don John Forbes, and by Don Daniel Blue, a retired English officer, as surveyor, for the demarcation of the island, whose courses and distances, they said, appeared in the plan accompanying the paper of which we are speaking, although, in the copy annexed to the process, they are not mentioned, only the situation and figure of the island represented, agreeably to which, and to the scale of the plan, it is estimated to contain, more or less, 6,800 plane arpents.

Total amount, more or less, of plane arpents contained in the preceding cession, made to the aforementioned house and to its principal partner, one million three hundred and ninety-one thousand one hundred and forty-five and forty-five sixty-fourths of another, (1,391,145 $\frac{45}{64}$.)

Note.—The copy or testimony of the title of confirmation of the abovementioned island, in favor of John Forbes, is not found in the Secretary's office of this superintendency general, on which account neither its date nor circumstances are mentioned.

Another.—Although the lands mentioned in this circumstantial account are in reality situated in East Florida, for the river Appalachicola divides the two Floridas, yet it is necessary to

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remark, on account of the use it may be of, that the fort St. Mark's of Appalachie, to where the said lands extend, although in the territory of East Florida, has beeng arrisoned and supplied with provisions for many years by Louisiana and West Florida, doubtless by a superior order, seeing the facility of assisting it with more promptness and convenience than could be done from St. Augustine, and probably it might have been the decision of this Captain Generalship, which was equally that of those three provinces; which order it would be necessary to see, in order to deduce therefrom the authority by which those Governors exercised jurisdiction over that part of the territory in question, which might probably be a satisfaction to the Government and to the parties.

With which ends No. 2, and the last upon the subject of lands in East Florida which had come to my notice or knowledge, as is announced in the introduction to No. 1 of the general circumstantial account of all the lands, lots, and waters, sold and ceded, gratuitously, in West Florida, from the year 1801 to the year 1818, inclusive. Havana, 20th of August, 1824.

VINCENTE SEBASTIAN PINTADO.

And that it may appear, I give the present, at the request of Mr. Joseph Simpson, and by order of his Excellency the Secretary pro tem. of the despatches of State. Madrid, 16th February, 1827.

[BLACK SEAL.] FRAN. HURTADO DE MENDOZA.

I, Don Manuel Gonzales Salmon de Gomez, Silver Knight of the number of the royal and distinguished order of Charles the Third; officer of the Legion of Honor of France, and of that of St. Anna, the second class, in brilliants, in Russia; of the Council of State; Notary of the Kingdoms; First Secre-

tary of State and Universal Despatches, pro tem., and, as such, Superintendent General of Post and Mails of Spain and the Indies, and branches annexed, &c., do certify, that the foregoing signature is that of Don Francisco Hurtado de Mendoza, Keeper of the Archives of the principal Secretary of State's office, in my charge, as he styles himself. Madrid, 16th of February, 1827.

[BLACK SEAL.] MANUEL GONZALES SALMON.

I, Achille Murat, sworn Interpreter for the Superior Court of the middle district of Florida, do certify, that the foregoing is a true and faithful translation of the annexed document; and I likewise certify, that the corrections and interlineations have been made by my direction.

ACHILLE MURAT.

Legation of the United States of America near his Catholic Majesty, Madrid, April 21, 1827. I certify the above to be the signature of Don Manuel Gonzales Salmon, provisory Secretary of State.

[SEAL.] A. H. EVERETT.

EXHIBIT No. 13, N.—TRANSLATION. H. M. B.

To his Excellency the Governor and Captain General. Colin Mitchell, resident merchant of this place, respectfully represents: That it is necessary to justice that Lieutenant Colonel Don Benigno Garcia Calderon, Sub-Inspector of Battalion, and Don Francisco Moregon, Lieutenant of Havana Infantry, who were Secretaries to the Government at Pensacola, should certify, that, by a royal order, all that part of the territory of West Florida lying between the Appalachicola and fort St. Mark's was annexed to the jurisdiction of the Governors of

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West Florida; and that the fort of St. Mark's, with a detachment of troops, was placed always under the command of the Governor resident at Pensacola. That they, moreover, certify, whether, as the result of a council of Indians held at Pensacola, in 1784, these Indians had not the possession of certain lands within the Spanish territory, and the power also of disposing of them; and whether the Creeks and Seminoles did not, in fact, sell to the house of Forbes & Co., of Pensacola, in or before the year 1804, of their own free will and consent, certain lands lying between the Appalachicola and fort St. Mark's; which deed of sale, for the want of an Escribano, was witnessed and certified by Don Vincente Folch, who was then Governor of that province; and whether notice of the sale was not communicated to the Marquis de Someruelos, the Captain General of this island, and the royal approbation of it received. I pray your Excellency to grant my petition, and order its fulfilment. Havana, Nov'r 5th, 1825.

COLIN MITCHELL.

Havana, November 9th, 1825. Let the certificate be furnished as requested, that the object may be obtained.

VIVES.

I, Don Benigno Garcia Calderon, Knight of the Royal and Military Order of St. Hermenegildos, Colonel of Infantry, &c. &c., certify, that, while Secretary to the military and civil Government of Pensacola, and to the subdelegation of the royal treasury there established, the new fort of Appalachie was erected, and garrisoned with officers and troops belonging to Pensacola. This fort, and the territory comprehended between it and the boundaries of West Florida, were placed under the jurisdiction of the Governor at Pensacola; which was approved by royal order of February 20th, 1788.

The fort of St. Mark's of Appalachie, and its intervening country, have, therefore, always been under the command of the Governor of West Florida. I, moreover, certify, that at a council of the Indian tribes and Spanish officers, held at Pensacola on the 31st of May and 1st of June, 1784, which was approved by his Catholic Majesty on the 10th of April, 1785, the absolute right of property to those lands of which they were in possession was recognised in these Indian tribes; that they subsequently sold to the house of Forbes and Co. a large tract of land, in payment of considerable sums due by these tribes and their traders to that house; that the deed of sale was executed, witnessed, and authorized by the Governor of Pensacola, for the want of a public Escribano, and that this Governor gave information of the sale to the Marquis de Someruelos, then Captain General of Cuba, who communicated it to the Supreme Government, from which was received the royal approbation. For the purposes of the party interested, I give the present. Havana, November 7th, 1825.

BENIGNO GARCIA CALDERON.

I, Don Francisco Moregon, Knight of the royal and military order of St. Hermenegildos, Lieutenant of infantry at Havana, certify, having been Secretary to the Government, and Subdelegate of the royal treasury at Pensacola, as keeper of its archives, that the fort of Appalachie, and the country lying between it and the ancient boundaries of West Florida, were, as I believe, under the command of its Governors from the time when this fort was first erected, which was approved by the royal order of February 20th, 1788. I also certify, that, at a council of the Creek and Seminole tribes and the Spanish officers, empowered thereto, held at Pensacola on the 31st of May and 1st of June, 1784, these tribes were ac-

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knowledged to be the absolute lords and proprietors of the lands of which they were in possession. This council was approved by royal order of his Majesty of April 10th, 1785. Consequent on this, the above tribes, through their principal chiefs, sold, ceded, and conveyed to the house of Forbes and Co. a tract of their land, in payment of considerable sums due to this company by these tribes and their traders. I moreover certify, that the deed of this sale was witnessed and confirmed by the then Governor of Pensacola, for want of the public and royal Escribano at that place; that the Governor gave information of the same to the Captain General of Cuba, who communicated to the Supreme Government, from which was received the royal approbation. For the above information, I give the present, in obedience to the order contained in the margin of this representation. Havana, November 8th, 1825.

FRANCISCO MOREGON.

I, Don Antonio de Sola, chief clerk in the office of the Captain General for military affairs, and charged with its despatch, at the direction of the Captain General, certify, that Lieut. Col. Don Benigno Garcia Calderon, and Lieutenant Don Francisco Moregon, whose signatures are attached to the two preceding certificates, were Secretaries, pro tempore, to the military and civil Government at Pensacola for West Florida, as appears from records in the archives of this office under my charge. I sign the present in obedience to the decree of his Excellency the Captain General, of this date. Havana, November 11th, 1825.

ANTONIO DE SOLA.

United States Commercial Agency at Havana. I, F. M. Dimond, Vice Commercial Agent of the United States for Havana, do hereby certify, that the foregoing signature is that

of Don Antonio de Sola, Acting Secretary of the Government of this island, (during the indisposition of Don Francisco Antonio de Segura,) and that all faith and credit is due to his certificate as such. In testimony whereof, I have hereunto set my hand and affixed my seal of office, at Havana, this 11th day of November, 1825.

[L. S.] F. M. DIMOND.

I certify that the foregoing is a true translation of the annexed document.

W. B. HODGSON,

Translating in the Department of State.

EXHIBIT No. 14, O.—TRANSLATION.—H. M. B.

Most excellent Captain General: Don Colin Mitchell, inhabitant and merchant of this place, to your Excellency sets forth, that, according to the decrees provided at his representation of the day of the current, relating to the documentary proofs which exist in the office of the Secretary of this Government, and which he wants for the reclamation of the lands which he owns in Florida, Don Vincente Folch y Juan, Marshal of Camp, being in this city, attached to the staff of this place, the same who, being Governor of Pensacola, in the year 1804, did authorize and sanction as such the sale of the said lands to your petitioners, made by the Indians called Seminoles, and who since confirmed their possession in the name of his Majesty; and it being interesting to your petitioners to have explanation made upon the following points: 1st, the right of property of the Indians to the lands in Florida; 2d, the powers of his Lordship to approve and confirm their properties; 3d, his jurisdiction over the lands on the river Appalachicola and the fort St. Mark's de Appalachie, garrisoned by

troops under the command of his Lordship; he supplicates your Excellency that, after permitting the usual political ceremonies, the Marshal of Camp, Don Vincente Folch, should expose what he knows upon the three points proposed above, giving him free access to the necessary documents for that purpose, and giving liberty to make extracts from them to accomplish this object; all which he will receive as a grace. Havana, 19th August, 1827.

COLIN MITCHELL.

In the margin.—Havana, 20th of August, 1827. Conceded; the Marshal of Camp, Don Vincente Folch, certifying to what he knows relating to the points to which the supplicant has confined himself, and this decree serving as a political official letter in full form.

VIVES.

Most excellent sir: In compliance with the preceding decree, I must expose to your Excellency that, during my government of West Florida, a sale of Appalachicola lands was effectively made to Messrs. Panton, Leslie, & Co., part in the year of 1804, and another part in 1806 to Messrs. John Forbes & Co., their successors. These sales were in consequence of large sums of money which the said Indians owed to the said companies, resulting from a trade they had with them, sanctioned by the Government, which contributed to cause these said debts to be paid. They were effectively and solemnly made, with the free and spontaneous consent of the said Indians, and full confidence on the part of the purchasers, myself authorizing the act of transfer, as principal chief, for want of a public Escribano. Since, and at the request of the interested parties, as Governor, I confirmed the possession of these lands so acquired to their new owners, giving them the possession, although with the restriction of their not being

able to sell them without the permission of the Superior Government; all of which is shown in the instruction of the case which was made, and ought to be found in the superintendence general. I informed the predecessor of your Excellency, the Marquis de Someruelos of all that happened, and I was fully approved. In the whole course of these operations, public and notorious, no question or doubt was ever raised by any one as to their utility and legitimacy, as well on account of the notorious credit of the purchasing houses, as of the reality and certainty of their claims, or as to the right and power of the Indians to pay their debts with that part of land which belonged to them in absolute property. This right is coetaneous with their indigenous existence, and remained so until they were deprived of other rights by conquest, or by purchase of European settlers. This principle, acknowledged by repeated treaties with the British, French, Spanish, and Americans, all over the continent, was in Florida expressly declared by the British in their treaties with the Indians in the years from 1768 to 1779, in which are marked the boundaries of British and Indian lands, and the possession of these last secured in perpetuity.

When, in the year of 1783, Spain took possession of those provinces, her chiefs lost no time in confirming to the Indians the right of property to their lands in full ownership, as it appears by the treaty held in Pensacola between the said chiefs and the Indians, on the first day of June, 1784. This treaty was approved by the King, as is shown by the royal order of April, 1785, giving power to this Captaincy General to provide and sanction the incidents which may occur in this case. Besides all this, there is a treaty held in New York between the American Government and the Indians, in May, 1790, at which the Secretary of that Government

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was present, and the treaty of the Nogalez on the Mississippi river, in the year 1793, and the one held in New Orleans on the 6th day of July, 1792, and a great many others which must be in those archives, being able to add that while I commanded in the jurisdiction of Mobile, in the years 1786 and 1787, I was trying to establish the fort of St. Stephen's, I received orders from my superiors in New Orleans to buy from the Indians the necessary lands, which I was not obliged to do, having found another point more advantageous for the proposed object, and within the Spanish line, the same thing happening in Upper Mississippi, where I went to establish a fort in a place known by the name of Chickasaw Bluff, by the orders of the Baron Carondelet, with orders to pay to the Indians the price of their lands in case they should be occupied, it being equally notorious and public, that, at the establishment of the fort of St. Mark's de Appalachie, in the year 1787, where all the solemnity and requisites were observed to obtain from the Indians in sale the lands necessary to that object; from the whole of which it results, that the Government has always acknowledged the right of property and sovereignty of the Indians to their lands, with right to alienate, cede, and give, without having, at any time, been understood as confined only to the use, which would have required to be so understood, a necessary clause in all the treaties. Respecting the powers I had to approve and confirm the possessions of which it is questioned in this instance, there are found, as your Excellency knows, in the laws of the Indies, in the chapter treating of the Governors, as well as in other chapters, of which I only now recollect the law 4, title 4, book 7, and the law 1st, title 12, book 4, to which the royal orders and provisions which remained in the royal archives referred, as well as those of which there must be a copy in the office of the Secretary, knowing

that having given an account of all those operations in proper time to this Captaincy General, they were approved. The circumstances and motives of the house purchasing those lands attracted the attention of Government, as it is shown by the royal ordinances and other dispositions made in their favor, in consequence of the representations that their said Lordships did make to his Majesty in the said year of 1784; and the importance of that trade with the Indians is shown by the information given by the Marquis of Casa Calvo on the 5th of March, 1800, to Don Ramon Lopez Y. Angulo, that of the most excellent Don Mariano de Urguiso, on the 8th of October of the same year, and mine to the predecessor of your Excellency, the Marquis de Someruelos, on the 14th of May, 1806, to have resulted to the great injury of these said purchasers by the robberies of their storehouses by the Indians, the whole of which, as well as their very useful services rendered the State, made them deserving of a recompense or compensation, as they indeed claim from the Government an indemnification; this way of satisfying their claims offering itself with general approbation and without injury of third persons, which I took advantage of to silence their just demands, without any body being able to argue any thing against these dispositions, and still less being injured by them, as is shown by the quiet possession in which they are of the said land after so many years.

As to the third point which is proposed, I must refer myself to the royal orders, ordering the Governor of Louisiana to establish the fort of St. Mark's, the copies of which must xist in the tribunal of accounts, under whose jurisdiction it remained until the year 1803, when, at the cession of that province to the United States, the said fort, together with the middle district (so called) remained under my dependence in

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Pensacola, on which point there exists in these archives a letter of Don Mannel de Zespedes, Governor of St. Augustine, to Don Arthuro O'Neill, of Pensacola, resolving on that point. This is as much as I can given information, and certify to your Excellency, from the data I have been able to collect and remember. Havana, 22d of September, 1827.

VINCENTE FOLCH.

Don Francisco Dionisio Vives, &c. I certify that the signature which gives authenticity to the preceding document is that of Don Vincente Folch, Marshal of Camp of the royal armies, attached to the staff of this place, formerly political and military Governor of West Florida, which he habitually uses, and to which all faith and credit are to be given. In faith whereof, I have given the present under my hand and seal, in Havana, the 24th of September, 1827.

[SEAL.] VIVES.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 15, P.—H. M. B.—TRANSLATION.

Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of Don Antonio Maria de la Torre y Cardenas, which gives value to the annexed document, is of his hand, and as he entitles himself, and that full faith and credit are to be given to it; and I have therefore given these presents, in Havana, 14th of December, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

Don Antonio M. de la Torre y Cardenas, &c. (his titles.) I do certify that in the archives of the two Floridas, which are in the office of the Secretary of this Captaincy General under my charge, there is the following royal order.

that having given an account of all those operations in proper time to this Captaincy General, they were approved. The circumstances and motives of the house purchasing those lands attracted the attention of Government, as it is shown by the royal ordinances and other dispositions made in their favor, in consequence of the representations that their said Lordships did make to his Majesty in the said year of 1784; and the importance of that trade with the Indians is shown by the information given by the Marquis of Casa Calvo on the 5th of March, 1800, to Don Ramon Lopez Y. Angulo, that of the most excellent Don Mariano de Urguiso, on the 8th of October of the same year, and mine to the predecessor of your Excellency, the Marquis de Someruelos, on the 14th of May, 1806, to have resulted to the great injury of these said purchasers by the robberies of their storehouses by the Indians, the whole of which, as well as their very useful services rendered the State, made them deserving of a recompense or compensation, as they indeed claim from the Government an indemnification; this way of satisfying their claims offering itself with general approbation and without injury of third persons, which I took advantage of to silence their just demands, without any body being able to argue any thing against these dispositions, and still less being injured by them, as is shown by the quiet possession in which they are of the said land after so many years.

As to the third point which is proposed, I must refer myself to the royal orders, ordering the Governor of Louisiana to establish the fort of St. Mark's, the copies of which must xist in the tribunal of accounts, under whose jurisdiction it remained until the year 1803, when, at the cession of that province to the United States, the said fort, together with the middle district (so called) remained under my dependence in

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Pensacola, on which point there exists in these archives a letter of Don Mannel de Zespedes, Governor of St. Augustine, to Don Arthuro O'Neill, of Pensacola, resolving on that point. This is as much as I can given information, and certify to your Excellency, from the data I have been able to collect and remember. Havana, 22d of September, 1827.

VINCENTE FOLCH.

Don Francisco Dionisio Vives, &c. I certify that the signature which gives authenticity to the preceding document is that of Don Vincente Folch, Marshal of Camp of the royal armies, attached to the staff of this place, formerly political and military Governor of West Florida, which he habitually uses, and to which all faith and credit are to be given. In faith whereof, I have given the present under my hand and seal, in Havana, the 24th of September, 1827.

[SEAL.] VIVES.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 15, P.—H. M. B.—TRANSLATION.

Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of Don Antonio Maria de la Torre y Cardenas, which gives value to the annexed document, is of his hand, and as he entitles himself, and that full faith and credit are to be given to it; and I have therefore given these presents, in Havana, 14th of December, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

Don Antonio M. de la Torre y Cardenas, &c. (his titles.) I do certify that in the archives of the two Floridas, which are in the office of the Secretary of this Captaincy General under my charge, there is the following royal order.

WAR. To Don Miguel Cayetano Soler, I tell this day what follows. The commercial house of Panton, Leslie, Forbes, & Co., have represented to the Most Serene Prince, General in Chief and Admiral, that there are twenty-three years they have been established by a royal order for the trade of skins with the different Indian nations inhabiting the two Floridas, in the places of San Augustine, Pensacola, and Appalachie, contributing to maintain the harmony with them in time of peace and war, to the great advantage of the royal treasury; the said house asking to be continued freely in their trade: and his Majesty agreeing in opinion with the most Serene Prince, General in Chief and Admiral, was pleased to resolve that the permission granted to the said house of Panton, Leslie, & Co., on the 17th of December of last year, for the continuation of their trade in the city of St. Augustine, in East Florida, shall likewise be extended to Pensacola and St. Mark's de Appalachie, in West Florida.

By a royal order I communicate this to your Lordship, for your knowledge and execution, as far as to you belongs. God preserve your Lordship many years. Madrid, 2d of August, 1807.

CABALLERO.

To the Captain General of the two Floridas: In virtue of a decree of the Most Excellent Captain General of this island of the day of the current, I give the present, in Havana, this 14th day of December, 1827.

ANT. M. DE LA TORRE Y CARDENAS.

Honorary Secretary of his Majesty.

A true translation of the accompanying Spanish document.

ACHILLE MURAT.

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EXHIBIT No. 16, Q.—H. M. B.—TRANSLATION.

Most Excellent Governor and Captain General: Don Colin Mitchell, inhabitant and merchant of this place, to your Excellency sets forth, that it is important to him to have a copy of a royal despatch, issued by the Secretary of War, in the year 1795, appointing Don Vincente Folch Governor of Pensacola, as likewise a certified copy of the oath administered to the Captains General and Governors in these Indies, as shown by the Recopilacion; accordingly, he supplicates your Excellency to permit the copies of these two said documents, by the Secretary of this Captaincy General, to be given to him; which grace he hopes to obtain. Havana, 21st July, 1827.

COLIN MITCHELL.

In the margin—Havana, 21st July, 1827. Give what can be given. VIVES.

LAW VII. That all the Governors, Corregidores, and *Alcaldes Mayores*, appointed in Spain for the Indies, shall make oath before the Council, enacted by the Emperor Don Carlos, in Madrid, 10th of July, 1530. Chapter first of the instructions.

All the Governors, Corrigedores, and Alcaldes Mayor's appointed by us, if they are in these kingdoms, as soon as their titles shall have issued to them, with all formality, shall take in the Council of the Indies, the following oath. You do swear to God, and on these Holy Gospels, that you shall well and truly discharge the office of Governor and Captain General, which has been given to you; and that you shall keep the service of God, and of his Majesty; and that you shall pay attention to the good government of that province; and that you shall take care of the welfare, increase, and protection of the Indians; and that you shall render jus-

tice to all parties, without exception of persons; that you shall keep and observe the chapter of good government and the laws of the kingdom, the *cedulas* and provisions of his Majesty, and those which have been made and given, or which may be made and given, for the good government of the state of the Indies; and that you shall not trade or contract yourself, nor under the name of other persons; and that you shall not make, nor have already made, any contract or agreement with your deputies, or *Alguazils*, or other officers, upon their salaries and perquisites, but that you shall leave them free, as his Majesty commands; and that you shall not permit your officers to receive too high perquisites, nor gifts, nor bribes, nor any thing more than they are entitled to, under pain of being deprived of your office, and paying sevenfold their amount; and that you shall keep, and cause to be kept, the traiff, and the provisions regulating it; and that you shall not carry with you any of the said officers at instance or intercession of any person of this court nor out of it, according to the chapter of good government which speaks of it; but that you shall carry with you the persons who shall freely seem to you such as to discharge properly the said duty; and if you have received any officer contrary to this tenor and form, you shall immediately dismiss him; and in all things you shall discharge your duty: say, "So do I swear." If you shall so do, may God help you; and, if not, he will punish you. *Amen.*

In consequence of what was communicated to me by the Prince of the Peace, recommending the credit which was acquired by Don Vincente Folch, Captain of the regiment of Louisiana, in reconnoitring the bay of Tampa, and of what your Excellency says upon the same subject, and on the other services lately rendered by this same officer in the last war, in a letter of the 9th of April last, No. 488, the King was pleased

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to give him the grade of Lieutenant Colonel of infantry, and the civil and military command of Pensacola, which is vacant by the promotion of Colonel Don Henry White, with the three thousand dollars of annual salary which is annexed to this office. The whole of which I communicate to your Excellency, by royal order, for your knowledge and respective execution. God preserve your Excellency many years. San Ildefonso, 21st of December, 1795.

ALANGE.

To the Captain General of the Louisiana and Florida.

A true copy.

ANTONIO M. DE LA TORRE Y CARDENAS.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

Attached to No. 16, *Q, is the following certificate.*

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify that the signature of Vives, subscribed to the annexed memorial, is that of the present Captain General of this island, and that of Don Antonio M. de la Torre y Cardenas, is that of the Secretary of this Government, to me well known. I do further certify, that the extract hereto annexed is a true and faithful copy, word for word, which I have compared from the laws of the Indies, book 5, chapter 2, seventh paragraph.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this twenty-fourth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-second.

[L. S.] VINCENT GRAY.

EXHIBIT No. 17, R.—H. M. B.—TRANSLATION.

Don Antonio Maria de la Torre y Cardenas, &c. (his titles.) I certify that in the archives of the two Floridas, which exist in the office under my charge, there is a document of the following tenor:

Treaty of friendship and warranty between his Catholic Majesty, King of Spain and Emperor of the Indies, on the one part, and the Chickasaw, Creek, Tallapoose, Alabama, Cherokee, and Choctaw nations on the other. His Catholic Majesty being represented by Don Manuel Gayoso de Lemos, Colonel of the royal army, political and military Governor of the place and district of Natchez, commissioned to that effect by the Baron Carondelet, Knight of Malta, Colonel of the royal armies, Governor, Intendant, and Vice-Patron of the provinces of Louisiana and West Florida, and Inspector of their veteran troops and militias; and the Chickasaw nation being represented by Ugulaya, Cabi Mingo, Atacabaholacta, Mongonlachamingo, Chi ckacha, Olactaopayi, Stanapayahacho, Ufchemay, Euchenautha, chiefs decorated with the great and small medal, and men of consideration in the said nation; and the Creek, Tallapoose, and Alabama nations being represented by Faskeyesuha, Sulusmustabe, chiefs decorated with the great medal, and Feskaopayi, Opayi, Atqui, chiefs decorated with the small medal, and their interpreter, Payamingo, delegates and representatives of their nations, and chosen for the present purpose in their general council, the said chiefs being likewise commissioned by the Cherokee nation to represent it in this treaty, as none of its own chiefs could be present, being then engaged in a campaign against the American States; and the Choctaw nation being represented by Frunchimastabi, its principal chief, and Mingo Puscus, Mistchico, Salushemastabi Jaboca Itelelaghana, Nantomustabi,

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Eachaopayi Opayhulo Japeuahuma, Sotehuma Puchimataha Jaskasinnapayi, Jaskapataho, Yagauchuma, Nogahumaachaco Jaskaoupa Jastameko, chiefs of the great medal of their nation; Hoyapahouma, Stonahuma, Puchimastabi Stuahacho Ponchantiabe, Olactaopayi, Ponchabaouthle Payiolinma, and Ochtaoriahuman, chiefs of the small medal, and in presence of other various chiefs, and of a great number of the captains and warriors of said nations; and being united in a congress, convocated at the request of the Cherokee nation, this treaty was concluded in the neighborhood of the fortress of Nogalez, the said representatives agreeing upon the following articles:

Article 1. That the Spanish, Chickasaw, Tallapoose, Alabama, and Choctaw nations, ratify, by the present act, all the treaties and conventions which they have mutually made, from the year 1784 until the present time, either in this province or in that of the Floridas, or within any of the said nations; promising to keep and observe all that is contained in them, in the same way as if expressed in this treaty.

Article 2. The Cherokee nation supplicate his Catholic Majesty to admit it under his immediate protection, as are the nations aforesaid.

Article 3. His Catholic Majesty grants to the Cherokee nation the protection that it asks for, and will henceforward consider it in the same light that he does the nations expressed in the first article of this treaty.

Article 4. The Chickasaw, Creek, Tallapoose, Alabama, Cherokee, and Choctaw nations, do form an offensive and defensive alliance, in such way that all of them in general, and each of them in particular, engage themselves to look at one another as a part of their own nation, to mutually succor each other, and not to determine on any essential point which

may have an influence upon the security or conservation of any of them, without consulting the others.

Article 5. The nations mentioned in the last preceding article being under the protection of his Catholic Majesty, engage themselves not to determine on any affair of the nature expressed in said article without consulting the Governor of this province, as representing the King in it.

Article 6. The said nations, in return for the protection which they enjoy, and which is given them by his Catholic Majesty, warrant and oblige themselves to contribute, for their own part, to the conservation of his dominion in all the extent of the provinces of Louisiana and both Floridas.

Article 7. The said nations, as under the protection of his Catholic Majesty, require that his ministers should agree and regulate with the American States the boundaries of each of them, fixing them in a permanent manner, in order to avoid all sources of discord, and to end the differences which exist on that subject with the said American States and the Creek and Cherokee Indians.

Article 8. His Catholic Majesty, immediate protector of the said nations, will render himself mediator with the American States in order to regulate the boundaries expressed in the preceding article, and in order to preserve to each of them the peaceable possession of their lands.

Article 9. The Chickasaw nation wishes to receive the annual presents which they get from the generosity of his Catholic Majesty in their nation, on the banks of the Mississippi, where they will go to receive them in the spring of each year.

Article 10. The Creek, Tallapoose, and Cherokee nations, wish the same presents as aforesaid in Pensacola, in the same season.

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Article 11. The Alabama nation, in the same way, wish to receive theirs in Mobile.

Article 12. The Choctaw nation will defer to another occasion choosing a place for the distribution of its presents.

Article 13. The presents which his Catholic Majesty annually gives to the said nations will be delivered to them at time and place designed, except the Choctaw nation, to which they shall be suspended, until, in imitation of the others, it shall fix a determinate place, approved by the Governor of this province, for the distribution of the said presents.

Article 14. As henceforward the annual presents shall be distributed to the nations at the places specified in the 9th, 10th, and 11th articles, they will cease to receive them at any other place of these provinces, and this shall likewise be observed towards the Choctaw nation.

Article 15. The other points which have been negotiated in this present congress will be henceforward determined in the said Indian nations by the commissaries of his Majesty, with the approbation of the Governor of this province; and that done, the said resolutions and convention will have the same force as if expressed in this treaty.

Article 16. All the Indian nations mentioned in this treaty will admit in their nations the commissaries which his Catholic Majesty shall send them, and from him they will receive all the talks which may be sent them by the Governors of these provinces, and they will give to the said commissaries all those which they wish to send to the said Governors. They will respect the said commissary, and they will receive all the advice and information which he will give them, and they will inform him of all they know concerning the grand interests of their nations, and of whatever can influence the tranquillity and security of these provinces, and they will likewise

consider him as exclusive judge of the whites residing in their nations.

Article 17. The whites established with their families, or for the purpose of trade, shall be considered as making part of them, but those who do not apply themselves to any kind of industry must be driven away.

Article 18. The Choctaw nation has just taken its decision, and represents that it wishes to receive the annual presents which his Catholic Majesty makes them at the old Tombigbee, which they have lately ceded to his Catholic Majesty, and that likewise they wish to have them distributed at the seasons as the other nations.

Article 19. Lastly, the Spanish and all the Indian nations expressed in this treaty approve and ratify all contained in it, and mutually promise and swear a mutual warranty, and that the said Indian nations consider themselves under the protection of his most Catholic Majesty, the King of Spain and Emperor of the Indies, and his Catholic Majesty assures them of his protection in all cases in which they may want it. In faith whereof, all representatives of the nations who held this treaty, and are expressed in its caption, do sign it, and the said Indians make their customary marks, being witnesses the Captains Don Elias Beauregard, the Commandant of this post, the Lieutenant Colonel Don Juan de la Villabeure, Commissary of his Majesty to the Choctaw and Chickasaw nations, the interpreters of the same, Don Benjamin Froy, Don Dimon Jame, Don Juan Turnbull, Don Juan Girault, Don Antonio Mermillon, and Don Juan Buriro y Terrusola. Sealed with the royal seal, and certified by Don Manuel Gayoso de Lemos, the Secretary of his Majesty for the Government of Natchez, appointed by the said Governor to assist to this treaty in the said capacity of Secretary, concluded on the third day of the

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conferences in this post of Nogalez, on the 28th of October, 1793. Manuel Gayoso de Lemos. Ugulayacabi, for the Chickasaw nation; Sulushamastabi, for the Creek, Tallapoose, and Alabama nations; Sulushamastabi, for the Cherokee nation; Franchimontabi, for the great part of the Choctaw nation; Mingo Fuscas, for the small part of the Choctaw nation; Mistictrico for his towns. Witnesses, Don Juan de Villabeure, Elias Beauregard, Juan Turnbull, Benjamin Froy, Simon Fame, Antonio Marmillon, Juan Girault, Juan Barriro y Ferrusola. By order of his Lordship.

JOSE VIDAL.

This is a copy of the original. Nogalez, date as above.

JOSE VIDAL.

The Baron de Carondelet.

And in virtue of an order of the most excellent Captain General of this island, in his decree of the 19th current, I give the present, in Havana, the 24th of September, 1827.

ANT. M. DE LA TORRE Y CARDENAS.

Don Antonio Maria de la Torre y Cardenas, &c. (his titles.) I certify that there exists in the archives of the two Floridas, which are in the office of the Secretary of this Captaincy General, a document of the following tenor:

Treaty of friendship between his Catholic Majesty, King of Spain and of the Indies, on one part, represented by Don Manuel Gayoso de Lemos, Colonel of the royal armies, Governor of the place and district of Natchez, and Tuscaotuca, king of the Chickasaw nation, and Frunchimastaba, principal chief of the Choctaw nation, accompanied by Ayteleghana, Stonahuma, Tapenahuma, Nocjahumaacho, all chiefs, of the other part, and in presence of many captains and warriors of both nations, who voluntarily came to the said place and

united before the said Governor, all the officers and subalterns and many respectable citizens, did mutually offer perpetual friendship between the citizens of the three nations, Spanish, Chickasaw, and Choctaw; and in order that nothing might in future disturb or alter this good harmony, they unanimously agreed on the following articles.

Art. 1. That all the individuals of the Spanish, Chickasaw, and Choctaw nations, will reciprocally arm themselves, and that they will give prompt advice, one to the other, of all that may be useful or injurious to each of them in particular, or to all of them in general.

Art. 2. In order to remove any motive of discord whatever, which may occur in future time upon their limits, the Chickasaw and Choctaw nations acknowledge that the limits of the dominions of his Majesty in the neighborhood of their territories to the east begin upon the Mississippi, at the mouth of the river Yazoo, and ascending the said river in the middle of its waters, until it reaches the place called "*Tennisplay*," where the British nation, together with the Choctaw nation, did mark a dividing line, which continued as far as entering West Florida, and following said line from the said place of Tennisplay, until it should strike the lines which separate the dominions of his Catholic Majesty from the Alabama and Tallapoose nations.

Art. 3. The said Chickasaw and Choctaw nations declare, that all the lands situated to the south and to the west of said line belong indisputably to his Catholic Majesty, King of Spain and of the Indies, and that neither they nor their descendants shall have any right whatever to them, nor shall at any time claim them under any pretext or motive whatever; and besides, they offer themselves to maintain the Spanish nation in possession of said land, in which is comprehended

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the Government and territory of Natchez, as far as the waters of the Yazoo.

Art. 4. The Spanish nation declares and acknowledges all the lands east of the said dividing line mentioned in article second, lawfully and indisputably belong to the Chickasaw and Choctaw nations, offering to support them in those lands with all its power.

Art. 5. The Chickasaw and Choctaw nations will preserve most perfect harmony with the Governor General of Louisiana and both Floridas, with the Governor of Natchez, and with the Commandants of the other places and posts of the dominions of his Catholic Majesty in this part of the world, in regulating among themselves the affairs of trade and police for the mutual benefit and advantage of the aforesaid nations.

Art. 6. The said two nations leave to the Governor of Natchez the care of making them a generous acknowledgment for the good will with which they have ceded all their rights to the territory of the Nogalez, (in English, Walnut Hills,) near the Yazoo, and within the dividing line expressed in the second article.

Art. 7. The Governor of Natchez offers to make a corresponding present in the name of his Catholic Majesty to the chiefs present, and to be divided among the other individuals they may consider entitled to it, in order to give them this further proof of the generosity of the Spanish nation, and of the good harmony it wishes to preserve with the Indian nations, their neighbors. And in order not to defer the execution of this condition, they actually deliver to the said chiefs the keys of the royal stores in which the goods are, in order that they may take from them until they are satisfied.

Art. 8. The said chiefs already named give themselves for contented with the goods which they have in their power by

the keys of the said stores in their hands, having already seen what there is in them.

Art. 9. Finally, the Chickasaw and Choctaw nations ratify and promise to be constant friends of the Spanish nation, and to preserve with it all that was agreed upon in the congress of Mobile, and what they have since agreed with the Governor General of Louisiana and both Floridas, and with the Governor of Natchez; and the Spanish nation offers them likewise perfect friendship, and to preserve with them all the conditions agreed upon in the said congress of Mobile, and what the said Governors have since offered them: and in faith that we do promise to keep and observe all that is expressed in the present treaty, we, all the said chiefs of the Indians, do sign it. Taskartuca, Franchimastabi, Yteleghuna, Stonahuma, Tapenahuma and Nochjahumaacho, putting our marks, together with the aforesaid Don Manuel Gayoso de Lemos, Colonel of the royal armies, civil and military Governor of the place and district of Natchez, and with the present witnesses who sign in continuation: sealed with the royal seal, and certified by the underwritten Secretary Don Jose Vidal, in congress assembled in the Parochial Church of the Saviour of the world, in the said place of Natchez, on the 14th of May, 1792. Manuel Gayoso de Lemos, (place of the seal,) King of the Chickasaws, Franchimastabi, Yteleghuna, Stonahuma, Tapenahuma, Nochjahumaacho, Charles Grandepre, Blas de Bouchet, Stephen Jumier, Turner Brashears, Bran Bruin, Gregory White, Ignacio Lopez, Augustine M'Carty, Jerge Coehan, Francisco Candel, Louis Fause, Juan Giraul, Charles Todd, Ebenezer Fulson, Antonio Soler, George Thompson, William Wustoff, Jayme M'Farland, Eli Smith, Kenneth Thompson. By order of his Lordship, JOSE VIDAL.

A true copy, MANUEL GAYOSO DE LEMOS.

The Baron de Carondelet.

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And in virtue of the order of his Excellency the Captain General of this island, contained in his decree of the 19th of the current, I give the present, in Havana, the 24th September, 1827.

ANT. M. DE LA TORRE Y CARDENAS.

Don Antonio M. de la Torre y Cardenas, &c. (his titles.) I certify that, in the archives of the Floridas, which are in the office of the Secretary of this Captaincy General, in my charge, there exists a document of the following tenor: On Friday, the 9th of the present, by his Majesty's schooner the "Favorite," commanded by the Captain of the army, Don Manuel Garcia, I have received the answer which your Lordship was pleased to make, in date of the 14th of March, to my official letter, No. 375, about the difficulty which I had with Don Pedro Sanguinetto, commanding his Majesty's frigate of war "Pomona," in which your Lordship thinks proper to resolve as to what relates to the cargo of the American brig Merrimack, that "if there is no definitive royal resolution in this Government prescribing that the said trade should continue even in time of war, it must immediately be suspended, and all the cargo put in the royal stores of this place until the resolution of the King be known; suspending, in the same time, all the trade for in order to supply it with Indian goods; these can be had from this place, from which they shall be remitted, of the same quality and price, in order to supply the wants of said Indians."

While meditating the accomplishment of the said order, the insuperable difficulties and palpable consequences which must immediately follow not only detained me, but likewise entirely stopped me. But in my mind, what was of the greatest weight, was the good faith of the house of Forbes & Co.; the concession of his Majesty, expressed in the royal order of

this 23d of March, 1789; the dispositions which, from time to time, the predecessors of your Lordship have made for the security of this part of the dominions of the King, entirely based upon the friendship of the Indians. After having united and collected all the documents existing in the archives, after a careful perusal of them, it seems to me more conducive to the best service of the King to suspend the execution of the order of your Lordship until this should be received, or until he should be determined to annul it, or to repeal his decision, when I will blindly obey, if the proofs which I am about to adduce shall not seem sufficient, not to make an innovation until his Majesty should form another resolution in consideration of the new circumstances which have given rise to this provision. The principal objection which your Lordship seems to have, is a doubt if there be any royal order authorizing the continuation of this trade in time of war. But I feel confident that after reading the royal order of the 23d of March, 1789, communicated by Don Domingo Cavello, on the 26th of January of the same year, No. 1, your Lordship will be satisfied, and still more so when you have recourse to that of the 26th of February, 1800, No. 2, and that of the 4th of June, 1822, No. 3, which clearly show that his Majesty was instructed that the English house of Panton & Forbes did continue to trade in time of war with England, for the orders command that an information should be made to know, if the house has a right to an indemnification, what that can be? If, in case we should abandon Panton, in what way could he be replaced? What consequence it would have? &c. And in the last order his Majesty approved that balls and powder had been given them out of the royal stores, at the trifling price of twelve dollars the hundred for the first, and four rials the pound for the other, both articles being furnished in time of war. The

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answer given by the Marquis of Casa Calvo is so luminous, and so appropriate to what I am representing to your Lordship, that I thought it indispensable to send a copy of it, and the annexed document, No. 4, in order to show by this case evidently the utility of this house, and the necessity of preserving it. It is certain, that, since the year 1784, in which, in consequence of the congress held, the Indian trade was established for the first time, this house exists in Pensacola; and it is proper it should exist, until other measures should be found, (which is very difficult,) to furnish to the Indians their trade, preserve in that way their friendship, and prevent the neighboring nations from introducing themselves into our territories, to the injury of their security, and of the tranquillity of their inhabitants. The store of Don William Panton, Leslie, & Co., at whose head Don Juan Forbes is now, has been furnished, and is now furnished, from London, and, when necessity so compels, from Providence or Jamaica, in virtue of the permission that has been given. The Ministry is informed of all this, as is proved by the royal orders remitting to Panton the importation duties of the goods since the year 1788. The Marquis of Casa Calvo, in the cited information, shows that they were entitled to an indemnification. He proposes that which he preferred; he spoke of the effect which might follow from not securing it, having demonstrated the impossibility of replacing it. This impossibility has been increasing from day to day, and it has become so notorious, that I have nothing to add to the representation which is caused by this case; for as well by the contest of the representations and attempts, still more by the wishes of the said house itself, the efforts which have been madeto have this trade carried on by a Spanish house, or even by a French one, are evident, in such a way, that, it is unquestionable, that by not preserving it,

the injuries alluded to would take place, and the security of this province, and the tranquillity of its inhabitants, would remain entirely exposed. We would alienate entirely the Indians, already beginning to say and persuade themselves that we have abandoned them; and seeing that in the next council to be held, no agent should appear on our side, they would despise the nation; abhorrence not being far from contempt, it would follow, first, the entire ruin of this province, without a possibility for me to save more of it than what is under the guns of Pensacola, Mobile, and Baton Rouge, leaving abandoned to the barbarous fury of the Indians the rich possessions which are scattered over the fields of this jurisdiction, and, what is still more lamentable, seeing at the mercy of these barbarians, the lives of the owners, which very little deserve such cruel dereliction. To this scene would be added expeditions against the internal provinces of New Spain, causing in these provinces injuries not less lamentable. Is it not reasonably to be feared, that the agents of the house, exasperated by being reduced to misery by our very ungenerous abandonment, precisely at the time they are feeding their hopes with the idea that they will soon receive an indemnification, should influence the minds of the Indians and Americans against ourselves? The occurrences of the day give sufficient foundation to say, that the only, and even already weak barrier, in these parts, is to maintain the house of Forbes & Co., and I dare myself say so. I have abridged my short reflections, and reduced the number of the documents by which they are supported to the few which accompany this answer, in order to avoid the tedious reading of the voluminous representations which have been directed by the Count of Galvez, Don Steven Miro, Baron de Corondelet, and Don Manuel Gayoso de Lemos, to the Ministers of State and of

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the Indies, and the royal orders, resolutions, and measures which have been taken in favor of said house, as well as the disposition given by the Captains General, Don José Eppeleta, and Don Luis de las Casas, on this subject. The correspondence with East Florida, where the house dates from an older period, will show to your Lordship the privileges which it has deserved from our nation for the services it has rendered through this trade, which we cannot ourselves carry on. The Indians live pleased and satisfied; we have succeeded, through the trade of that house, in rendering vain and neutralising the efforts and designs, not only of the British, but those which are practised by the Americans. The house contributed much to the apprehension of the celebrated Bowles, whose separation from the Indians has left them profoundly peaceable and friendly; in consequence of which, they detain and give the first notice of the deserters and fugitives. The rumor alone that the house would cease would produce irreparable disturbances, and would bring to the ground an edifice unluckily cemented in such a way that we cannot now repair it. Considering all things, I think that we should fail of justice and good faith if we were to give the house the mortal blow which would ensue from the obedience of the orders of your Lordship. As, however, I have nothing else to do but implicitly and blindly to execute the orders of your Lordship, I will without doubt do it, if this sensible and brief exposition should not meet in your Lordship all the approbation I think it deserves; for in this case, to me there would only remain the melancholy consolation of having done my duty under the imperious mandates of the subordination which is imposed upon me by my profession; and perhaps the disasters which must ensue from my punctual obedience will only result from my want of eloquence and sufficiency of expression to depict

them in their proper colors. What I propose will not seem extraordinary, if it is remembered that the provision of goods proper for the Indian trade is already made for this year; that the Indians have already begun to supply themselves; that the smallest innovation would cause incalculable injury, and that, as is shown by experience, it is impossible to carry on this trade in any other way than the one established. A single day of suspension would produce a commotion among the Indians, and would occasion irreparable losses to the house. Whatever alteration is made, or is pretended to be introduced, must be done gradually, with much precaution and prudence.

From this short enumeration of a few out of the many serious and irreparable injuries, which it would be easy to show, and which most clearly and perspicuously are manifest to the Government, your Lordship must at once conclude how difficult it is to succor and supply these goods from that place, as your Lordship proposes; a difficulty which, even if it could be surmounted, would carry along with it the inconveniences of a navigation in time of war, the necessary delay of the invoices; and who would dare to expose himself not to receive the produce of his capitals, and that in parts only of three, six, and even ten years, in skins exposed to loss, unless they are beaten, packed, and sent in the same year, without counting the continual losses by the traders, who have a habit of running away with the goods of the Indians, which they take and never pay for, without there being any way of settling their accounts, or compel them at least to a satisfaction. To these difficulties, another, not inferior, must be added: it is, that the greatest part of the goods most necessary to the Indian trade, are not to be found in Havana; that they do not understand their equivalence, and their understanding is so

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limited, that although they will give two skins for a yard of very coarse goods, which they call limbourg, they will not give the smallest trifle for a yard of sedan cloth, and even still less for one of purple velvet, "terciopelo;" this is only as it respects the judgment they form as to the quality of the goods, laying aside to explain the prejudices with which they attribute sorcery to all things with which they are not well acquainted. An Indian will pay well, and will think proper to adorn himself in his own way with the rags made of coarse limbourg, but nobody will be able to persuade him that velvet, "terciopelo," is of more value, or more bright; and the fact itself of its being so soft and smooth to the touch will not only prevent him from wearing it, but will cause him to attribute to it magical virtue, which will prevent him from putting his hand upon it. What is here said is intended to show to your Lordship that not only Havana, but even all the most renowned manufactures of Lyons in France are insufficient to supply the place of the house of Forbes. Let us suppose now that the order of your Lordship should receive its full execution; the house of Forbes would at once abandon this trade, his houses, stores, factories, and subaltern traders which they have in the Indian towns, under the most formal protestations of damage and injury. How will this immense chasm be filled? What capitals will be appropriated? How will those who since a long series of years have been in the nation, grown and intermarried with the Indians, be replaced by individuals without experience? Who are they who will manage this business here and in that place. Who is there who will find himself instructed in the method and distribution of the goods? Who has practical knowledge of the character, habits and customs of the Indians? Who will cheat, and who not? Who are devoted to us, and

who attached to the American party? The least of all these difficulties cannot be surmounted, not even in a precarious way; and it leaves Spain reduced to pronounce the total abandonment of the Indians, against the good faith of our promises, giving us, at once, a title to the indignation of the Indians and to the gratitude of the Americans for so generously having abandoned a contest, which many years of intrigues and expensive projects could not attain. How much will this house be disappointed in its hopes, after having shown its immense losses, after soliciting indemnification, which the court was inclined to give, as shown by the royal order of the 26th of February, 1800, when at once it would be obliged to suspend its operations, its goods being sequestrated, and its individuals treated as criminals and smugglers. The justice and prudent management of your Lordship in the administration of his vast, difficult, and complicated Government, induces me to flatter myself that he will await the ulterior resolutions of his Majesty, particularly as no injury can follow from delay. I said to your Lordship, in my representation upon this collision, "that this occurrence could not have happened in a worse moment, for the United States are at present using the greatest efforts to obtain from the Indians the abandonment of our friendship and protection, having called in council seven of the first chiefs of the Creek or Tallapoose nation, which is the nearest to us." Not losing time in taking all the measures which I considered necessary to defeat their projects, I disposed as I thought the best, and it was, that one of the individuals of the house should go, and being present at the discussion of that council, should render vain the promises of the United States, showing that, ambitious of acquiring territory and of extending their dominion, they aspired to nothing else with all their brilliant, pompous, and deceiving

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promises, very different in that from the conduct of Spain, who, without asking them a single inch of land, has caressed them, and maintained them in peace through the free trade which they themselves asked for in the talk held in this place in 1784. This is the way which has been generally adopted and followed, and which has always produced the anticipated good effects; and this way could not be followed if the order of your Lordship were to be executed; and so as we are placed in this alternative, either to leave the United States to pursue their work unrestrained, giving them arms against ourselves, or to suspend the execution of the order of your Lordship until another ulterior should come, in consequence of this respectful exposition, entirely consistent with most exact truth, and founded in facts, which, by their notoriety and certainty, cannot be contradicted. Before concluding, I must remind your Lordship of the signal service rendered by this house to the Spanish commission of boundaries, in finishing the dividing line between the territories of his Majesty in Louisiana and Florida and that of the United States of America. Our commissary found himself in want of funds, without being able to meet with any one who would lend him the smallest sum; and, after having found himself in the indecorous necessity of contracting obligations to the American commission, all resources having failed, and the coffers of Louisiana being exhausted, the house of Panton, Forbes, & Co. presented itself, and advanced sixteen thousand dollars, which was repaid with much delay and difficulty, and until now it has not received any recompense for this service, and it has not even been compensated for the damages and prejudices which have resulted from the Government having failed to comply with the conditions stipulated when the loan was made; which service, together with the others which the

house has constantly rendered to the public cause, puts our Government under the positive obligation of taking care of and protecting the house against the mischievous, unreflecting, and sinister informations, by which envy from time to time has, without proposing any way of supplying its place, tried to destroy it, or at least to lessen its reputation, of which the document No. 1, of the information of the Marquis of Casa Calvo, is an incontrovertible proof. Your Lordship must permit me now, laying aside the dignity of chief of this province, to represent what as a private individual it is my duty to expose.

During my long residence in this province, I have been for five years Civil and Military Commandant of this place, and jurisdiction of Mobile. I have, for a year, discharged the same office in San Fernando de las Barancas, and in the month of September next, I shall have been ten years commandant of this place. During this long space of time, I have mademany speechesto the Indian nations; and, conforming myself to the orders of the Government of Louisiana, to which I was dependent before the retrocession, I have assured them that the offers made to them in the treaties of 1784 would be religiously fulfilled; that the protection of the King of Spain will last as long as the regular course of the sun, with other hyperboles, necessary in such cases to adapt ourselves to their style; and, answering to these offers, they have promised to remain in peace with the Spaniards, never to disturb these establishments; and, lastly, they have offered themselves to take care to defend the interests of the Crown, and have lately given a new proof of the sincerity of their disposition. When the Indians shall see that their stores are destroyed; that the house of their benefactors is destroyed; and, lastly, that they themselves are shamefully abandoned,

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denying ourselves to fulfil the said treaty so many times reiterated, what will be the most natural consequence? When I shall say to your Lordship that the Indians must be considered as a species between the wild beast and the rational being; that he holds from both, without being exactly either; and that, by his want of civilization, and his inclination to the most cruel revenge, he is able to perpetrate any thing when he is irritated, your Lordship will easily be able to deduce the consequences. I confess to your Lordship, that to see my country ungrateful to its good servants would cause me the deepest regret; but I shall not consider it a sufficient motive to disobey the orders of your Lordship, or even to defer their execution. If your Lordship, notwithstanding what I have exposed, shall insist on the accomplishment of what you have commanded in his official letter of the 14th of March, I will implicitly obey, it being a consolation to me, in the tragical result that will follow, the internal conviction of having done, on my part, all that it was my duty to do to avoid them. God preserve your Excellency many years. Pensacola, 14th of May, 1806.

VINCENTE FOLCH.

To the Captain General of the two Floridas.

And in virtue of an order of the most excellent Captain General of this island, in his decree of the 19th of this current, I give the present, in Havana, the 24th of September, 1827.

ANTONIO M. DE LA TORRE Y CARDENAS.

Don Antonio M. de la Torre y Cardenas, &c. (his titles.) I certify that in the archives of the two Floridas, which are in the office of the Secretary of this Captaincy General in my charge, there exists an original document of the following tenor:

Sir: In answer to your letter of the 30th of September, which I received by Havana the 5th of December, in answer to my letter of the 15th of June, I can tell you that the passport I delivered that same day to Panton and Leslie for the importation of salt and other indispensable goods for the Indian trade in Appalachie, or, if necessary, in Pensacola, and the other reasons which accompanied that consideration, were founded in my wishes to render more certain the advancement of the King's service; for when this object is concerned, it seems to me it must go before any etiquette of jurisdiction. It is to be observed, that the passport speaks conditionally of Pensacola; that the Intendant of that province having permitted the importation of the said effects, it is a clear consequence that they were wanting. It seems to me that the Intendant ought, of course, to have been pleased with my determination, in place of being surprised at it. Be it as it may, I communicate it all to the superior authority, and the only thing that I care for is its resolution. A few days after delivering the said passport, I received an order from the most excellent Count of Galvez, telling me that he thought proper that the district of St. Mark's de Appalachie should depend for the present from your Government, which resolution I obey; and I believe it was made for its neighborhood to that jurisdiction, and its distance from this place. God preserve you many years, as I wish. San Augustin, 7th of January, 1786. Your most faithful servant kisses your hands.

VINCENTE MANUEL DE ZESPEDEZ.

To Don Arthur O'Neill.

This is a copy of the official letter of the Governor of East Florida, which exists in the archives of this Government; to which I refer. Pensacola, 29th of December, 1798.

FOLCH.

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NOTE.—On account of my not being able to find the official letter of Count Galvez, in which he communicates the royal determination that the point of Appalachie should depend from this place, another is substituted, which shows the same.

VALE. (A flourish.)

And, in virtue of a decree of the most excellent Captain General of this island, of the 19th of the present month, I give the present, in Havana, the 24th of September, 1827.

ANTONIO M. DE LA TORRE Y CARDENAS.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of Don Antonio Maria de la Torre y Cardenas, Honorary Secretary of his Majesty, and Secretary of this Government and Captaincy General, as he entitles himself, which gives value to the four preceding documents, to which full faith and credit are to be given in his certificates; and, therefore, I give the present, in Havana, sealed with my arms, this 24th day of September, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 18, S.—H. M. B.—TRANSLATION.

Don Francisco Dionisio Vives, &c., (his titles.) I certify that the signature of Don Antonio M. de la Torre y Cardenas, which gives authority to the annexed document, is of his hand and handwriting, and that it correctly states his title, and that due faith and credit are to be given to it; and in order to show it where it is necessary, I give the present, in Havana, this 14th day of December, 1827.

[SEAL.] FRANCISCO DIONISIO VIVES.

Don Antonio Maria de la Torre y Cardenas, of the Council of his Majesty, his Honorary Secretary, with exercise of

decrees, and proprietor of the Secretaryships of this Government and Captaincy General, &c. I certify, that, in the archives of the two Floridas, which are in the office of the Captaincy General, under my charge, is to be found the royal order of the following tenor:

I have received the official letter of your Lordship of the 10th of July of this year, in which is included a copy of other two letters, directed to your Lordship by the Commandant of West Florida, relating to the change of the house of Panton, Leslie, & Co., into the firm of John Forbes & Co., and relating to the doubt which you had if the said company was comprehended or not in the reprisal of English properties, prescribed by the royal order of the 8th of November, 1804. Notwithstanding the condition with which it was admitted in the country, that, in case of war, its goods should not be confiscated, giving them, besides, the term of a year to withdraw them, always that his Majesty should think proper to suspend the privilege he had conceded to their commerce in Pensacola, Mobile, Appalachie, and St. Augustine, with a view to furnish to the Indian nations of those districts the goods they want, and having referred the whole to the King, his Majesty, considering there are more than forty years since this said house has been in possession of this service, with his royal approbation, was pleased to resolve, that if there is no particular motive against the said house, the consideration which, until now, has been accorded to it, must not be changed, nor proceed towards it in any other way than it was done in the former wars. Of the whole of which I give notice to your Lordship, by royal order, for his intelligence, and that he may act accordingly. God preserve your Lordship many years. San Lorenzo, 20th December, 1805.

PEDRO DE CEVALLOS.

To the Captain General of the two Floridas.

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In virtue of a decree of his Excellency the Captain General of this island of the current, I give the present, in Havana, this 14th day of December, 1827.

ANTONIO M. DE LA TORRE Y CARDENAS,
Honorary Secretary of His Majesty.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 19, T.—H. M. B.—TRANSLATION.

Most excellent Sir: The following documents will show to your Excellency the friendship which is established with the numerous nations, Tallapoosas, Suwannees, Alabamas, Choctaws, and Chickasaws, by the talks held in the towns of Pensacola and Mobile, on the days and with the formalities and circumstances which they show.

As your Excellency will perceive, I have operated in conjunction with the Colonel Don Arthur O'Neill, Military and Civil Commandant of the place of Pensacola, Don Martin Navarro, the Intendant General of these provinces, and Don Henry de Gallois de Grimmarest, Commandant of the fort of Castle Carlotle, of Mobile, and its district, having made arguments on all the points, and adopted the measures which I will show, and which will ensure the stability of the promised trade, without the execution of which the accomplishment of the stipulated articles could not take place. Before stating them, I must request your Excellency to refer to my official letter No. 112, and the first document accompanying it. In this official letter is shown the indispensable necessity of drawing to the dominion of his Majesty the said nations, and in that document accompanying the scarcity of goods for their trade, the only way of fixing their friendship and subordination, circumstances which have compelled me to exceed the

ordinary rules, embracing the two expedients which I will explain. The first is the permission I have given to Don Santiago Mather to bring free from London to Pensacola and Mobile, with the greatest possible expedition, two vessels entirely laden with goods for the Indians, under the conditions to which he has obliged himself, which are copied in the deposition No. 8. I must explain the reasons which have rendered impracticable my following the rules of the royal "*cedula*" of commerce granted to Louisiana, which permits its inhabitants to supply themselves with goods in the kingdoms of France. The first reason is, because there is not in this province any merchant having, like Mather, a sufficient credit in London to bring quickly the required cargoes. The second reason is, because the prices of the Indian goods are lower in England than in France; and as the nations have always been provided with them, this circumstance, united with the former, makes this the only eligible expedient. The third reason is, that the ornaments and trinkets of silver to which the said nations have been accustomed by the British cannot be had elsewhere than in London, whence it would have been necessary to bring them to France, in order to make there the assortment; a very difficult undertaking, on account of delay, or, in case of overlooking it, a great disappointment to the nation. The fourth reason is, that, not being able to make this trade with Spain, I conceive it is not more injurious to do it with England than France, it being only for the once, and to relieve myself from the difficulty in which I find myself placed, in order to fix the friendship of some nations whose enmity would be exceedingly injurious; being persuaded, besides, by the permission granted to the Colonel, Don Gilbert Antonio Maxent, to bring from Ostend a load of British goods, which are those which in part served to make the general present. The fifth reason, it being a point of the greatest im-

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portance that the Americans should not enter into this trade, as they will endeavor to draw the nations to their party, even if it wa swithout profit, or losing something in the beginning. It is necessary promptly to take effectual means of ensuring the arrival by the end of the year of the goods for this trade, which could not be possible if I were to confine myself to communicate this, and to await the results. For all these reasons, I feel assured that his Majesty will deign to approve this determination, as an offspring of my zeal and good wishes for his service.

When the vessels shall have arrived to Pensacola and Mobile, the said merchant will establish stores to furnish goods to the traders who shall present themselves. The second expedient, for what relates to the Suwannee and Tallapoose nations, has originated in the necessity of engaging in such way Don Alexander McGillivray, that he should feel interested in maintaining the dominion of his Majesty. This fellow is as well a half breed by his character and habits as by his birth; and, as his mother was a daughter of one of the first chiefs, the Indians have recognised him as such in all the nation, and he exercises a kind of authority upon the chiefs of all the other towns; it is in this way that he has not contradicted in any thing during the talk the good professions and promises made in his letter dated the 1st of January, which he wrote to the Governor of Pensacola, and which is document No. 1, which I included in my official letter No. 112. As a son of an European, he has been well educated; he has talents, and he knows well how to discharge the duties of any enterprise confided to him respecting the said Indians, a circumstance which increases his consequence among them, they knowing all the power of his eloquence.

For all these reasons, I have determined myself to appoint him Commissary of the said nation, under the orders of the Governor of Pensacola, giving him the authority and charges contained in the annexed instruction, a copy of which I send under No. 3. It being well understood that it shall be with the salary his Majesty shall be pleased to give him, if he shall approve of it; and I request your Excellency to ask it, believing that he will be contented with fifty dollars a month, running from the seventh of June of the present year, in which I appointed him; considering that the interpreter of Pensacola receiving forty-five dollars, not less can be given to him.

He is much pleased with this mark of confidence, and I feel assured that he will maintain the said nation constantly obedient to the articles stipulated, having promised that he shall come to establish himself in Pensacola, or in its immediate vicinity, on the river Escambia, where, with his slaves, he will make a plantation, and whence he will make frequent journeys to the nation, and maintain them in good order. As well McGillivray as the other chiefs, have presented to me a pretty embarrassing point, which he had already touched in his cited letter. They pretend, that, being a free nation, that Great Britain had no right to cede their possessions to the United States; and that, yielding themselves up now to the Spanish dominion, they hope his Majesty will protect them against the designs of the Americans, who think to exercise a right of sovereignty in those of their towns which are within the limits recognised by Great Britain.

To this I have answered, that this fault proceeds from the little attention which that power has paid to them, in defining the boundaries in such a way that the United States believe themselves to have a right to claim the said sovereignty. That, for my part, I can only promise to communicate

this difficulty to my sovereign, in order to remedy it, if possible, in the settlement of boundaries which is to take place; but that from now I did offer them, in his royal name, to concede them the lands which should be found vacant within his dominions. Your Excellency must observe that nothing has been said of an annual present, a thing which I have carefully excluded in the articles; and I had even the satisfaction, that, when in the last speeches of the talks, they have touched this point, expressing only their wish, that, when any chief would come with his warriors to shake hands with the Governor of Pensacola, Mobile, or New Orleans, they should be presented with some powder, bullets, and rum, I answered, that, although they could provide themselves with all these things by trade, still they would be contented, provided those only should receive who had not presented themselves for a long time—they well knowing, that, at the conclusion of the talks, there were no goods remaining for presents. This affair remains in that state, with some hope that the presents should not be annual, and that probably they will not ask for them as long as the store-houses in Pensacola and Mobile remain amply provided.

I particularly endeavored to persuade the Talapoosas that it would be more to their interests to come to Pensacola with their skins, for the goods could be furnished them there below the tariff price, and they could themselves enjoy the privileges of the traders, who will regularly provide themselves from the stores, in which besides they will have the advantage to find provisions to buy, for they must know that it is not just for his Majesty to support them when they come on the affairs of their commerce. This is the most essential point for civilizing them—by being bought; by their convenience they would become acquainted with our habits. I did not believe

they would have answered me much pleased, but, to my great satisfaction, they answered that this was one of their greatest wishes, and that they were very much pleased in finding provisions to buy. I was not able to do the same with the Choctaw nation, for its character renders it impossible to persuade them to buy provisions; and by inducing them to come to Mobile and New Orleans to trade, it would be necessary to support them, at least for the first days. It is also worthy of your observation, that I have at last succeeded in drawing to our devotion the warlike nation of the Chickasaws, having decorated with the great medal chiefs, and with the small more, one only remaining in the nation, who sent me his talk, to which I answered by an appropriate present. All this has been done in such a way that some goods have been left, and they have been told that it is the general present promised by your Excellency, of which they have shown themselves very much pleased. I thought proper to explain in a single official letter all which relates to the said talks, in order to show to your Excellency how indispensable it is that his Majesty should give the orders he should think most proper, establishing that henceforward the importations should be made on the account of his Majesty or of private individuals, giving me power to continue to grant them to those merchants who should offer, under the conditions which his Majesty should be pleased to prescribe, especially as to the ports from which the shipments must be made. I anxiously wish that these my operations may meet the approbation of your Excellency, in order that he may solicit that of his Majesty, your Excellency being well persuaded that if I have deserved any credit, it is in common with the said Commandant and Intendants of the province, as they have essentially helped me in accomplishing my object, as I had promised myself from their well known activity, zeal,

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and talent. God preserve your Excellency many years. New Orleans, 1st of August, 1784.

ESTEVAN MIRO.

To the Count of Galvez.

A true copy.

FRANCISCO DIONISIO VIVES.

A faithful translation of the annexed Spanish document.

ACHILLE MURAT

EXHIBIT No. 20, U.—TRANSLATION.

Under date of the 30th October, last year, the Captain-General of this province says to me as follows: "Under date of 20th December of last year, his Excellency the first Secretary of State communicated to me the following royal order, which came to my hands the 19th instant: 'I have received the official letter of your Lordship of 10th July of this year, in which you enclose to me copies of two others, which the Governor of West Florida had addressed to you, relative to the change of firm of the house of Panton, Leslie, & Co. to that of John Forbes & Co., and the doubt which had been raised in your mind as to whether or no the said firm is comprehended in the reprisals upon English property which the royal order commands of 8th November, 1804, notwithstanding the condition expressed in their contract, that in case of war their effects should not be confiscated, besides having the term of one year allowed them to withdraw at any time his Majesty should think fit to suspend the privilege he granted them of commerce in Pensacola, Mobile, Appalachie, and St. Augustine, for the purpose of supplying the Indian nations of those parts with articles which they stand in need of. And having given of the whole an account to the King, his Majesty, considering that it is more than forty years since that establishment is in operation, with the

royal approbation, is pleased to determine, that, if there is no particular cause against said house, there must be no change in the consideration they have heretofore enjoyed, nor any other proceeding towards them than that during the last war. All which I communicate to your Lordship by royal order, for your understanding and guidance.' And I transcribe the same to your Lordship for the same purpose, and in answer to your private letter of 14th May last, No. 38, upon the business, in the understanding that the said house of Forbes & Co. shall not import other articles than those necessary for the trade with the Indians, conformably to the mentioned royal manifestation, upon which point I charge you most particularly to give it fulfilment on your part." And with the same object I transcribe the same to you for your satisfaction and exact fulfilment. God preserve you, &c. Mobile, January 7, 1807.

VINCENTE FOLCH.

To John Forbes & Co.

I, Charles Howard, Colonel of the Royal Army, Lieutenant Colonel and commander of the regiment of Louisiana, and charged with the command of the troops of this place, and of the affairs of the Indian nation, in the absence of the Governor and Colonel of the Royal Army, Don Vincente Folch y Juan, do hereby certify, that the copy of the royal order which precedes is one to the letter of the original in the hands of the interested, to whom I returned it; and for the purposes which may suit, and at their request, I grant the present, at Pensacola, signed with my hand, and sealed with my coat of arms, this 23d day of May, 1807.

[L. S.] CHARLES HOWARD.

I, Luis Payne, Interpreter of the Government, and of the Intendancy of this city of Havana, do hereby certify, that the

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foregoing is a true and faithful translation into the English language of the document signed by Carlos Howard; and I do also certify, that the said signature is genuine, being to me well known, and deserving of all faith and credit. Given under my hand, at Havana, in the island of Cuba, this 27th day of June, 1827.

LUIS PAYNE.

I, Achille Murat, sworn Interpreter of the Superior Court of the Middle District of Florida, do hereby certify, that the foregoing is a faithful translation of the annexed Spanish document.

ACHILLE MURAT.

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signature subscribed to the preceding and annexed paper writing, purporting to be a translation of an original document subscribed by the late Brigadier Charles Howard, when commanding as Colonel of the regiment of Louisiana at Pensacola, and exercising the office of Governor of that place, is that of Don Luis Payne, Interpreter of this Government and Royal Custom-house and Intendancy, to me well known. I also certify, that the signature subscribed to the original document, from which the annexed declaration or translation was made, is that of the late Brigadier Charles Howard, when exercising the offices therein mentioned, to me personally and well known for many years.

In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this 26th day of June, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-first.

[L. S.] VINCENT GRAY.

The following certificate is attached to No. 20, U.

Consular Commercial Agency of the United States, Havana.

I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signature subscribed to the annexed document is that of the late Charles Howard, who, to my knowledge, held and exercised the offices therein stated at the time therein mentioned, to me well known personally, and many years by correspondence; to whose attestations as such, faith and credit are justly due, in and out of court.

In testimony whereof, I have hereunto set my hand, and affixed the seal of my office, at Havana, this twenty-sixth day of June, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-first.

[L. S.] VINCENT GRAY.

EXHIBIT No. 21, V.—TRANSLATION.

To the Commandant pro tem.: John Forbes and Company, entrusted by his Majesty with the Indian trade, sets forth to your Lordship, that, on the 9th day of December of the last year, they presented to the Government of this province their petition concerning certain claims which their house has against the Creek nation, and that, being desirous to have a copy of the decision taken upon their petition, they supplicate your Lordship to order a certified copy in the form of said decision, to be annexed in continuation of the one which they present, added to the original, and to have it returned to us to use it as we may think proper; and they will be thankful for it.

Pensacola, 4th of January, 1808.

JOHN FORBES & CO.

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In the margin of the above there is as follows: Be it done as it is required, and let it be written in continuation of the copy which they present.

HOWARD.

At the foot of the above there is as follows: This is a copy of the copy of the original which was presented to me by those interested, to whom I give the present, in Pensacola, signed with my hand, sealed with my coat of arms, and certified by the underwritten Secretary of Government, the 22d of September, 1810.

VINCENTE FOLCH. [SEAL.]

PABLO DE LARIN.

To the Governor General: John Forbes & Co., inhabitants and merchants of this province, to your Lordship set forth, that they have just received notice that the principal chiefs and head men of the high Creeks are coming to this place to settle the debts which, since many years, they owe, as well to the present house as to that of Panton, Leslie, & Co., which the supplicants have succeeded, with the approbation of his Majesty; and as it is notorious that they have no other way of satisfying their obligations than to cede in favor of said house a certain portion of the lands which belong to them, as they have frequently proposed to do at the reiterated instance of the house; and as, by the absence of your Lordship from this place to some of the other posts of the jurisdiction of this province, they (John Forbes & Co.) are fearful that an affair of such importance to their house, in order to cover the very considerable loss which they have experienced in the Indian trade, should remain unsettled, it becomes necessary, if your Lordship approve of it, that the chief who should remain entrusted with the command shall receive from your Lordship the necessary instructions to give authority to the result of

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PABLO DE LARIN.

To the Governor General: John Forbes & Co., inhabitants and merchants of this province, to your Lordship set forth, that they have just received notice that the principal chiefs and head men of the high Creeks are coming to this place to settle the debts which, since many years, they owe, as well to the present house as to that of Panton, Leslie, & Co., which the supplicants have succeeded, with the approbation of his Majesty; and as it is notorious that they have no other way of satisfying their obligations than to cede in favor of said house a certain portion of the lands which belong to them, as they have frequently proposed to do at the reiterated instance of the house; and as, by the absence of your Lordship from this place to some of the other posts of the jurisdiction of this province, they (John Forbes & Co.) are fearful that an affair of such importance to their house, in order to cover the very considerable loss which they have experienced in the Indian trade, should remain unsettled, it becomes necessary, if your Lordship approve of it, that the chief who should remain entrusted with the command shall receive from your Lordship the necessary instructions to give authority to the result of

this negotiation, and with power to give (in case we should agree) the documents indispensable to legitimate and confirm the cession which the Indians may make us of the land, specifying the debt for which they cede it; and that to this act, as well as to all the others which may take place before its conclusion, Manuel Gonzalez, interpreter of the King in this place, with the other interpreter whom the chiefs and head men may bring with them, and, in case of necessity, Don Andres Fernandez, public interpreter, should assist, as well as any other persons whom your Lordship may think proper; the house remaining under obligations, if necessary, to cede to his Majesty any portion of said land at the price of purchase, and not to alienate any part of it without notice and the express consent of the Government of this province, on conditions similar to those which the house has accepted for a similar cession made by the Seminole Indians of the jurisdiction of Appalachie. And they supplicate your Lordship as above, and will be thankful for it. Pensacola, 9th of December, 1807.

JOHN FORBES & CO.

I include to your Lordship the memorial which John Forbes has presented to me in the name of his house; and, as all that he exposes in it is just, I give charge to your Lordship that, at any time at which it shall happen that the Indians shall agree to pay the debts they have contracted with the said house, with lands belonging to them, to authorize these acts, with the assistance of the Auditor of War, *pro tem.*, and with that of the interpreter and surveyor, under the condition that the house shall cede the whole or part to his Majesty, in case he should want it, at the same price at which they have acquired it; and also that no part whatever shall be disposed of without giving notice to the Government. The whole of which

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I communicate to your Lordship for your knowledge and observance. God preserve your Lordship many years. Pensacola, 10th of December, 1810.

VINCENTE FOLCH.

To Don Carlos Howard.

This is a copy of another similar one, which was presented to me by those interested, to whom I returned it, and at whose solicitation I sign these in Pensacola. Signed with my hand, sealed with my coat of arms, and certified by the underwritten Secretary of this Government, this 22d of September, 1810.

VINCENTE FOLCH. [SEAL.]

PABLO DE LARIN.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 22, W.—TRANSLATION.

Governor and Commandant General: Don John Leslie to you Lordship sets forth, that, in order to transmit to his absent partners the gracious grant made by his Majesty in giving to our house permission to continue their trade, for the present, with British goods, as more suitable to the Indian taste, he wants the authenticated documents upon that subject; he therefore prays your Lordship to permit the anthorized copies of the original petition which was sent to the court, of the royal order which followed, and of the oath of fidelity which he took in consequence, to be given to him. This favor he hopes to receive from the known kindness of your Lordship. San Augustin, 1st of September, 1786.

PANTON, LESLIE, & CO.

In the margin—St. Augustine, 3d of September, 1786. Be it done as they ask; and for want of a Secretary, Don Carlos Howard, Captain of the regiment of Irish infantry, will give, in continuation, certified copies of these documents.

ZESPEDEZ.

And below, according to the foregoing decree, there follow the copies of the three cited documents. Document 1st: A copy of the translation of the memorials which were presented to the Governor of Florida, by the merchants Panton, Leslie, & Co., inhabitants of this place, asking to remain under the protection of his Majesty, with the charge of trading with the Indians.

To his Excellency Don Vincente Manuel de Zespedez, Brigadier of the Royal Armies, Governor and Commandant General, &c. Most Excellent Sir: The memorial of Panton, Leslie, & Co., merchants and inhabitants of St. Augustine, respectfully represents: that, impressed with the most strong and perfect respect and veneration of the magnitude and greatness of the Spanish empire, we ask permission to have recourse to your Excellency upon an affair which we humbly conceive to be of some importance to the interests of the said empire. We begin to state it by reminding that for a long course of years we have been engaged with the neighboring Indian nations, by which we have acquired a considerable influence over this people. When the preliminary articles of the last treaty of peace were published, by which this province remained annexed to the Spanish Crown, we formed the design, immediately, of soliciting the protection of his Catholic Majesty, and his gracious permission to continue the trade and intercourse

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upon the same footing that, until then, we had maintained under the British government of this province, with the Indians. Although no obstacle whatever prevented us from emigrating, for that purpose, to some of the neighboring States of America, where we would be received with open arms, still the preference and predilection which we have for the honor and dignity of the Spanish monarchy influenced our determination on that subject; being induced, beside, to hope a favorable reception, and the protection of Spain, from the following considerations: First, that as much for the security and tranquillity of the country as to form a dam against the future possible enterprises which such unquiet and ambitious neighbors as the Georgians are to both Floridas, would naturally endeavor to excite, and to attach to the Spanish Crown the Indian nations; to attain which, the providing through trade for the wants and necessities of the Indians seems to be the only natural and eligible way; and which would save to the Government the necessity of an immense annual expense, which, in the end, would not produce the desired effects. Secondly, because it seems to us that this trade cannot be conducted by Spanish merchants, because the Indians will only buy those goods which a long use has rendered necessary to them; very few, if any, of which, are fabricated in Spain, where the sale of skins, which are received in payment from the Indians, is very limited; and because, by a double transportation, the imported articles, which, for the greatest part, are of very great bulk and small value, would come charged with extravagant costs, which this kind of commerce cannot support; and because the skins being of a perishable nature, and not admitting of long and circuitous transportation through warm climates, it results that the Americans would conduct this trade without the same disadvantages and difficulties, and

would be able to sell their goods at a sensibly smaller price than the Spanish merchant could afford; and, of course, all the trade, friendship, and intercourse, with the Indians, would be attracted to the neighboring States of Carolina and Georgia. Upon this foundation we base our hope that his Majesty, in his royal wisdom, will graciously condescend to encourage some British merchant to remain in this province, with liberty to import from Great Britain the articles which the Indian trade requires, and to export the skins received in payment directly to a British market. Thirdly, we conceive that, in these important points, nobody could serve the Spanish Crown with as much efficacy, utility, and zeal, as we could: our capital and credit, together with that of our connexions in England, are fully adequate to this object and proposed end: our experience and knowledge of this trade, and of the Indians, likewise contributing to it, as well as our keeping among them persons engaged with, and depending on us, who, for many years, have been familiarised with their usages, habits, and languages; and besides the confidence and influence which we could not help gaining over those people by such a long and important intercourse: therefore we ask the honor of submitting to his Majesty our most faithful and assiduous attention to the interests of his Crown in general, and more particularly with this part of his empire, which has most connexions and trade with the Indian nations.

To give more efficacy and utility to our services, the protection and permission of his Majesty to continue our trade with that people is, we humbly conceive, judged necessary, engaging on our side that the course of our trade in Florida shall in all other points be conformable to the Spanish laws, and obliging ourselves, besides, to limit our importation of Bri-

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tish goods to those articles which are absolutely necessary to the Indian trade. Our firm and unalterable principles having always been those of entire loyalty and fidelity; notwithstanding these principles, we wish now humbly to propose the same attachment and faithful adherence to the Spanish Monarch; and, in order to establish a perfect belief and confidence in the sincerity of these our professions, we are ready to take, and will take with pleasure, the oath of allegiance and fidelity to the Spanish Crown, and to preserve the same submission, loyalty, and constancy to it, in all points, as we have until now kept to the British Monarch, and as is obliged to do any other subject born in Spain, as long as we shall be permitted to live under and enjoy his protection for our persons and property, with permission to withdraw our said persons and property, by giving a previous, regular notice, to any part of the British dominions, if such should become our wish, or in case that a war between Spain and England should render such a step necessary; and even in this case we shall oblige ourselves to take no active personal part, directly or indirectly, against the interests of Spain. Likewise, we humbly indulge the hope to receive the gracious indulgence of his Majesty as to our religious persuasions, until perhaps a conviction of the errors of the Protestant doctrines may be the cause of their conversion to the Catholic faith. The spirit and nature of every commerce requiring a mutual and perfect confidence and credit between the persons connected in it, deprived of which it cannot exist, it will be necessary for us to show to our friends and correspondents in England the establishment which his Majesty may be pleased to prescribe to us, in order to convince them of the security which their effects will enjoy while passing through our hands in the course of our trade; otherwise, our credit as merchants will

suffer, and our best and most sincere intentions and efforts for the service of his Majesty would be defeated, and entirely useless.

We, therefore, humbly supplicate to send us a timely notice of the royal will relative to our proposition, for our government, and in order that our connexions in England may be able to continue upon solid foundations the same confidence which they now put in our stability. It only remains to us to pray your Excellency to send this memorial, by the first opportunity, to his Excellency the Count de Galvez, Captain General of the provinces of Louisiana and the two Floridas, recommending it to his favorable attention and protection, in order that through this channel, and that of his Excellency Don Joseph de Galvez, Minister of the Indies, it may reach the foot of the throne of his Majesty. San Augustine, 31st July, 1784.

PANTON, LESLIE, & CO.

Document No. 2. A copy of the royal order issued upon the preceding petition.

The King, entirely persuaded by the representations of your Lordship, Nos. 21, 22, 28, 56, 2d secret, 91 and 108, of the 16th of Aug., 21st of Sept., and 21st of Oct., 1784, 20th of June, 22d of August, 16th of Sept., 1785, and of the 18th of January last, with the document which they recite, relating to the situation and state of that province, and recommending, as necessary to the tranquillity in which it now is, and to preserve the friendship with the Indian nations, that the English house of Panton, Leslie, & Co. should remain in the city of St. Augustine, on the conditions which they ask in the memorial which your Lordship sent with the cited representation No. 21, or any other condition more proper, being permitted to trade in British goods and merchandise, in

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order better to suit the Indian taste. His Majesty has been pleased to resolve that the said house and its individuals may continue for the present, regulating their exportation of British goods according to what they propose in their petition, and under the condition to take the oath of obedience and fidelity, which they likewise propose, as the King has ordered for all those of their nation, and of the Protestant religion, to whom he has permitted to live in the various parts of the two Floridas, as your Lordship has been advised on the 5th of April last: the whole of which I communicate by a royal order, for your knowledge and government. God preserve your Lordship many years. Aranjuez, 8th of May, 1786.

MARQUIS OF SONORA.

To the Governor of Florida.

Document 3. A copy of the oath taken by the interested in execution of the preceding royal order. The royal order issued in Aranjuez on the 8th of May of this year, (which has been read in public previously to this ceremony,) showing that the sovereign grace has been pleased to grant that the commercial house of Panton, Leslie, & Co., Englishmen, should remain for the present in the city of St. Augustine, on the conditions which they have asked by their petition, which, through the channel of the most excellent Captain General Count de Galvez, the present Governor, sent secretly with the representations No. 21, of the 16th August, 1784, permitting them to trade in British goods and merchandise, in order better to suit the Indian taste, and under condition to take the oath of fidelity and obedience to the King and his crown; according to this, and in performance of this said royal order, Don Juan Leslie, only partner of the said commercial house, finding himself at present in this place, appeared to-

day, the date of this present, in the office of the Secretary of this Commanderie General, where, in presence of the said Governor, and of the most distinguished persons of this garrison and city, assisted by the Provisory Secretary of his Majesty, the Captain Don Carlos Howard, the said Don John Leslie, in his own name, and in that of the other partners and dependents of the said commercial house, in presence of the picture of his Majesty, took the said oath of fidelity according to the usage of his nation and persuasion, holding his hand upon the Bible and the four Gospels, and signing afterwards the present writing, with the underwritten witnesses, in the city of San Augustine, on the 28th day of August, 1786. JOHN LESLIE.

WILLIAM O'KELLY,

ANTONIO FERNANDEZ,

GONZALO ZAMORANO.

These are copies of the three aforesaid original documents, which exist in this office of the Secretary of this Commanderie General, of which I have charge, which I certify; and these have been taken to be given to Don John Leslie, in consequence of the decree annexed to the preceding petition, and which has caused this certificate to be made. San Augustine, 4th day of September, 1786.

CARLOS HOWARD.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

Consular Commercial Agency of the United States, Havana. I, Vincent Gray, Vice Consular Commercial Agent of the United States for Havana, do hereby certify, that the signature subscribed to the annexed document is that of the

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late Brigadier Charles Howard, well known to me personally, and by correspondence, for several years. I also certify, in one thousand seven hundred and eighty-six, as therein mentioned, he filled, as stated by him, the office of Secretary of State at St. Augustine, under the Spanish Government. In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this twenty-third day of June, in the year of our Lord one thousand eight hundred and twenty-seven, and of the independence of the United States the fifty-first.

[L. S.] VINCENT GRAY.

EXHIBIT No. 23, X.

Georgetown, 3d May, 1804. Sir: I received your letter of yesterday, relative to the lands which the Government of the United States is desirous of obtaining from the Choctaws, in consideration from claims against them. The boundaries now traced differ so materially from those formerly suggested to me as being the cession most agreeable to your Government, and which was obtained with considerable difficulty, that I will not promise success, although every exertion in my power shall be made to procure it. My partner, Mr. William Simpson, of Mobile, will receive instructions from me, and be ready to act in the business about the end of August, by which time I recommend most earnestly to you to have the Commissioner named for the purpose of treating with the Indians as to the exact quantity of land required. The whole ought to be concluded before the middle, or, at furthest, end of September, as it may otherwise detain them from their hunts.

The more I reflect upon your proposal of yesterday morning, to transfer all my claims upon the Indians to the Ameri-

can Government for a specific sum, the more I feel desirous it could be effected, as it accords perfectly with the wishes of every member of our house, to withdraw gradually from the business as soon as we can collect our debts and dispose of our stock and other property invested in the trade. The whole of our claims on the four southern nations amount to one hundred and seventy-three thousand dollars, as per note enclosed. Upon this sum, I think, on an average, that there is upwards of four, but let us call it three years of interest, which, at 6 per cent., would add thirty-one thousand dollars to the capital. Now, sir, the house will make a transfer of these claims to the American Government, in any way you think proper, for fifty thousand dollars, paid in three months from this date, to our correspondents Messrs. Charles Smith & Co., of New York, and the further sum of one hundred thousand dollars, to be paid on Christmas day next ensuing. I calculate upon upwards of one-half of this property being recoverable (rather, say, ninety thousand dollars) in the common course of trade; but had I the means of coercing payment, as the United States certainly possess, much more. I have the honor to be, sir, &c.

P. S. A line addressed to Mr. Thomas Forbes, of Nassau, directed to our correspondents in New York, will bring that gentleman, who is the senior partner of the house, to the seat of Government, should my proposals be accepted.

The Hon. Gen. Dearborn.

Personally appeared William W. Forbes, Martin Folch, and Joseph D. Gaunard, and being duly sworn, on their solemn oaths do depose and say, that they are well acquainted with the handwriting of John Forbes, having often seen him write, and that the within letter is of the proper handwriting

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of the said John Forbes, a partner in the late firm of John Forbes & Co., to the best of their knowledge and belief.

W. H. FORBES.
MARTIN FOLCH.
J. D. GAUNARD.

Sworn and subscribed before me, this 23d day of July, 1825.

LEWIS SHOEMAKER, *C. C. A. U. S. A.*

We certify that the paper writing hereto annexed was taken from a box containing sundry papers relating to the concerns of the late firms of Panton, Leslie, & Co., and John Forbes & Co. Matanzas, July 21st, 1825.

FRAN. P. SANCHEZ.
A. WORTHINGTON.

I, Lewis Shoemaker, C. C. Agent of the United States of America for the port of Matanzas, and residing within the same, do hereby certify that the facts set forth in the certificate endorsed on the paper writing hereto annexed, and signed by Francisco P. Sanchez and Asa Worthington, of this city, merchants, dated 21st July, 1825, are, to my knowledge, just and true, and deserving of full faith and credit. I also certify, that William H. Forbes, Martin Folch, and Joseph D. Gaunard, all personally appeared, and severally took and subscribed the depositions as hereto annexed, in my presence. In testimony whereof, I have subscribed my name and affixed my seal of office, at Matanzas, this 23d day of July, 1825.

[L. S.] LEWIS SHOEMAKER, *C. C. A. U. S. A.*

I certify that it appears by the record of "letters received" of this Department, that two letters from John Forbes were received

by the Department, to wit: one dated "Georgetown, 3d May, 1804, relative to the debts due to the house of Panton, Leslie, & Co., from the southern nations of Indians, and enclosing an abstract thereof," the other dated "Pensacola, Sept. 5th, 1806, relative to the debts due their house by the Creeks, Choctaws and Chickasaws, and enclosing a copy of a letter to him from Col. Hawkins." I further certify, that search has been made for the originals of these two letters from Mr. Forbes, and also of one from William Simpson, dated 24th January, 1805, to the Department, on the same subject, (the receipt of which is acknowledged in a letter from the Department to said Simpson of the 26th January, 1805, a copy of which has this day been duly authenticated by the Department;) and that the said originals cannot be found on the files of the Department, they having been destroyed among other papers, as is believed, when the public buildings were burnt by the British in August, 1814; and that the Department has, therefore, no means of identifying those of the same dates, which have been submitted to it for that purpose. In testimony whereof, I have (in the absence of the Secretary of War) hereunto set my hand, and caused the seal of the War Office of the United States to be affixed, this 26th day of September, 1827. For the Secretary of War, and in his absence,

[L. S.] CHA'S J. NOURSE, *Ch. Clerk.*

War Department, Nov. 12th, 1806. Sir: Your letter of the 5th September has been duly received and considered. In answer, I can only remark, that the Creeks absolutely refused to accede to my request, to have provision made in the convention for the payment of the balance due from them to your house, and observed that a great part of your debt had been paid by lands sold to your house in Florida, and that they should take proper measures for paying the balance.

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The Chickasaws will, I presume, pay their debt as soon as the appropriation is made by Congress, which will probably take place the ensuing session. Whether the treaty with the Choctaws will ultimately be ratified or not, I cannot undertake to say. If it should be ratified, it is presumed there will be no obstacle to your recovering your due out of the consideration to be paid for the land. I hope no influence of your house has been brought to bear on the free navigation of the Mobile. I am, &c. &c.

Mr. John Forbes.

I certify that the within copy of a letter from the Secretary of War to John Forbes is truly transcribed from the records of the Department of War. In testimony whereof, I have (in the absence of the Secretary of War) hereunto set my hand, and caused the seal of the War Office of the United States to be affixed, this 26th of September, 1827. For the Secretary of War, and in his absence,

[L. S.] CHS. J. NOURSE, *Ch. Clerk.*

I, Lewis Shoemaker, C. C. Agent for the United States of America for the port of Matanzas, and residing within the same, do hereby certify, that the facts set forth in the certificate endorsed on the paper writing hereto annexed, signed by Francis P. Sanchez and Asa Worthington, of this city, merchants, dated 21st July inst. are to my knowledge just and true, and deserving of full faith and credit. I also certify, that William H. Forbes, Martin Folch, Joseph D. Gaunard, and James G. Almy, all personally appeared, and severally took and subscribed the depositions hereto annexed in my presence. In testimony whereof, I have subscribed my name, and affixed my seal of office, this 23d July, 1825.

[L. S.] LEWIS SHOEMAKER, *C. C. A. U. S. A.*

Personally appeared William H. Forbes, Martin Folch, and Joseph D. Gaunard, and, being duly sworn, on their solemn oaths, do depose and say, that they are well acquainted with the handwriting of John Forbes, having often seen him write, and that the signature to the foregoing letter, dated Pensacola, 5th of September, 1806, is in the proper handwriting of the said John Forbes, a partner in the late firm of John Forbes & Co., to the best of their knowledge and belief.

W. H. FORBES.
MARTIN FOLCH.
J. D. GAUNARD.

Sworn and subscribed before me this 23d day of July, A. D. 1825. LEWIS SHOEMAKER, *C. C. A. U. S. A.*

We certify that the within letter was taken from a box containing sundry papers relating to the concerns of the late firms of John Forbes & Co. and Panton, Leslie, & Co. Matanzas, July 21st, 1825.

FRANCIS P. SANCHEZ.
A. WORTHINGTON.

Personally appeared James G. Almy, and, being duly sworn, on his solemn oath saith, that he is well acquainted with the handwriting of Thomas Forbes, deceased, and that the words hereon endorsed, beginning "John Forbes," and ending "February, 1807," are in the proper handwriting of the said Thomas Forbes, a partner in the late firm of Panton, Leslie, & Co., to the best of his knowledge and belief.

J. G. ALMY.

Sworn and subscribed before me this 23d day of July, 1825. LEWIS SHOEMAKER, *C. C. A. U. S. A.*

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PENSACOLA, 5th Sept. 1806.

SIR: From what passed during our interview at Washington in 1804, I shall not, I hope, require any apology for again intruding the Indian claims of our house on your notice. On my arrival from Europe in April last, I was much gratified from the reports given me by my partners of their prospect of final extinguishment, which I flattered myself was in part owing to the favorable impressions entertained by your Government, that our influence with the Indians had not been altogether fruitlessly exerted when called upon. A few months have elapsed, and circumstances have arisen in that short period, of sufficient importance to awaken my fears, although they cannot destroy my confidence in your promises to Mr. Simpson and me. On reference to your letter, addressed to me under the 2d May, 1804, and the Choctaw petition, forwarded to the Executive in the month of August, same year, you will find that the letter is strictly conformable to the arrangements pointed out in the former as being not agreeable to the views of your Government. Why the original idea was given up, and the treaty of November last substituted in its place, it does not become me to inquire. It was no sooner suggested by the Commissioners that their object was the acquisition of the territory ceded by that treaty, than all our exertions were again employed in procuring the assent of the Indians; and notwithstanding the interference of some despicable characters, who attempted, by the most contemptible untruths, to delude the Indians, we flatter ourselves that our influence was not without its due weight in the negotiation. Impressed as I am, therefore, that our house has not been unsuccessful in its endeavors to forward the views of the American Government, and assured, as I have been, by the Indian agents, that our services were known

and properly mentioned to the Executive, I must confess that I am disappointed in the result; and were it not for the high opinion I entertain for the honorable sentiments that guide your national councils, I should almost despair of seeing myself indemnified, notwithstanding the incalculable expense and trouble we have been at. But it is not alone the Choctaw treaty that gives rise to my fears, (for which I hope there is no foundation:) after a most expensive, troublesome, and disagreeable application to the Creek nation, a promise was obtained from them in 1803, that they would pay their debts as soon as they sold the Ockmulgee lands; to this promise, the agent, Colonel Hawkins, was privy, and, I may say, a party, as it was at his suggestion that the demand was urged and pressed upon them in that form, as being connected with the favorite wish of your Government. The land has at length been sold, but our debt has been left out of the calculation. When the Indians met to ratify this treaty in May last, one of my partners attended, to claim the fulfilment of their promise; but, after much shuffling, they rejected my claim, on the ground alluded to in the enclosed letter from Colonel Hawkins. The fact is, shortly, this: finding the Upper and Lower Creeks unwilling to admit, as a part of my claims on them, the robberies committed by Bowles and his Seminoles on our stores, and being duly authorized by the Spanish Government, I treated for, and obtained from the Seminoles, as an indemnification, a tract of land lying within the Spanish limits, for the cession of which, according to the Indian laws, they were fully competent, by which means my general claims against the nation were reduced within forty thousand dollars. This bargain, I do assert, was as fair a purchase as ever was made from the red men since the treaty of William Penn, and has been formally ratified, in presence of

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the King of Spain's representative, by all the chief men of the Seminoles, in whose hunting ground the land is situated; and you will the more readily admit my position when informed, that, for a tract of country containing probably less, but certainly no more than one million and a half of acres of poor land, we gave up claims to the amount of $47,000 principal, of which $16,000 ought to be on interest from 1791, and $11,000 from the year 1799, being the dates of Bowles' two robberies, independent of our expenses of treating, &c. Had we been so base as to allow cupidity to influence us in our operations, the rejection of our remaining claims by the nation would have been a just punishment on us; but so far from this being the case, my agent and partner was instructed, and accordingly offered to give up the lands to the nation, on their agreeing to admit and pay our claims, as originally presented to them. This they refused in a very unexpected, and, I may say, unprincipled manner. I certainly had reason to expect different treatment; and although I have had many hints given me that an improper influence was used to bring about this rejection, I am too well acquainted with the Indian character to doubt its having been a measure entirely their own. This sketch of our situation is given you with a view of introducing a request that you will favor me with an answer; in which, if you can give me assurances that the Choctaw treaty will be attended to, you will confer an obligation on me of the greatest importance, and you will add considerably thereto by favoring me with your advice respecting the Creek debts, on the principle that we will have no objection to give up the land purchased of the Seminoles, for what it costs, provided the residue of our claim can be secured. With respect to our claim on the Chickasaws, I have assurances from the chiefs that it will be paid as soon as provision is

made for it by the United States. But as I understand that a new agent has been appointed, will you be so good as to mention our names to him in such a manner as to secure his active interference in our favor, in case of necessity? I remain, with sentiments of great respect and consideration, sir, your obedient humble servant,

JOHN FORBES.

The Hon. Henry Dearborn, Secretary of War.

War Department, Nov. 12th, 1806. John Forbes, Esq. Sir: Your letter of the 5th of September has been duly received and considered. In answer, I can only remark, that the Creeks absolutely refused to accede to my request, to have provision made in the convention for the payment of the balance due from them to your house; and observed that a great part of your debt had been paid by lands sold to your house in Florida, and that they should take proper measures for paying the balance. The Chickasaws will, I presume, pay their debt as soon as an appropriation is made by Congress, which will probably take place the ensuing session. Whether the treaty with the Choctaws will be ultimately ratified or not, I cannot undertake to say. If it should be ratified, it is presumed there will be no obstacle to your receiving your due out of the consideration to be paid for the land. I hope no influence of your house has been brought to bear on the free navigation of the Mobile. I am, very respectfully, sir, your obedient servant,

H. DEARBORN.

EXHIBIT No. 24, Y.

I, Lewis Shoemaker, Consular Commercial Agent of the United States of America for the port of Matanzas, and resid-

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ing within the same, do hereby certify that the facts set forth in the foregoing certificate, endorsed on the paper writing hereto annexed, signed by Francis P. Sanchez and Asa Worthington, of this city, merchants, dated 21st July instant, are, to my knowledge, just and true, and deserving of full faith and credit. In testimony whereof, I have subscribed my name, and affixed my seal of office, at Matanzas, this 23d day of July, 1825.

[SEAL.] LEWIS SHOEMAKER, *C. C. A. U. S. A.*

A talk for his Excellency Governor O'Neal, at Pensacola, viz: Whereas, we, the chiefs and warriors of the Creek, Chickasaw, and Cherokee Indian nations, have received information that an envoy has been appointed by his most Catholic Majesty, the King of Spain, for the purpose of settling the boundaries of his territory, and those of the States of America; and as we have reason to apprehend that the American Congress, in the discussion of those important matters, will endeavor to avail themselves of the late treaty of peace between them and the British nation, and that they will aim at getting his Majesty, the King of Spain, to confirm to them that extensive territory, the lines of which are drawn by the said treaty, and which includes the whole of our hunting grounds, to our great injury and ruin; it behooves us, therefore, to object to, and we, the chiefs and warriors of the said nations of Creeks, Chickasaws, and Choctaws, do hereby, in the most solemn manner, protest against, any title, claim, or demand, the American Congress may set up for or against our lands, settlements, and hunting grounds, in consequence of the said treaty of peace between the King of Great Britain and the States of America, declaring that, as we were not parties, so we are determined to pay no attention to the manner in which the Bri-

tish negotiator has drawn out the lines of the lands in question, ceded to the American States. It being a notorious fact, known to the Americans—known to every person who is any ways conversant in, or acquainted with, American affairs—that his Britannic Majesty was never possessed, either by cession, purchase, or by right of conquest, of our territories, and which the said treaty gives away. On the contrary, it is well known, that, from the first settlement of the English colonies of Carolina and Georgia, up to the date of the said treaty, no title has ever been pretended to be made by his said Britannic Majesty to our lands, except what was obtained by free gift, or by purchase for good and valuable considerations. We can urge in evidence, upon this occasion, the cessions of lands made to the Carolinians and Georgians by us at eight different periods, and one so late as June, 1773, of the lands lying on the banks of the river Ogechee, for which we were paid a sum not less than one hundred and twenty thousand pounds sterling; nor has any treaty been held since that period by us for the purpose of granting any lands to any people whatever; nor did we, the nations of Creeks, Chickasaws, and Cherokees, do any act to forfeit our independence and natural rights to the said King of Great Britain, that could invest him with the power of giving our property away, unless fighting by the side of his soldiers in the day of battle, and spilling our best blood in the service of his nation, can be deemed so. The Americans, although sensible of the injustice done to us on this occasion, in consequence of this pretended claim, have divided our territory into counties, and set themselves down on our lands as if they were their own. Witness the large settlement called Cumberland, and others on the Mississippi, which, with the late attempts on the Ockonee lands, are all encroachments on our hunting grounds. We have repeatedly warned the States

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of Carolina and Georgia to desist from these encroachments, and to confine themselves within the limits settled between them and us when we made the aforesaid cession of lands to Britain in the year 1773. To these remonstrances we have received friendly talks, or replies, it is true; but while they are addressing us by the flattering appellations of friends and brothers, they are stripping us of our natural rights, by depriving us of that inheritance which belonged to our ancestors, and has descended from them to us since the beginning of time. As his most gracious Majesty was pleased to express his favorable disposition towards all those nations of Indians who implored his favor and protection, and which we, the chiefs and warriors of the nations aforesaid, did do in general congress, held at Pensacola in June, 1784, receiving at the same time his gracious assurances of protection to us, our respective properties and hunting grounds; relying thereupon, and having the greatest confidence in the good faith, humanity, and justice of his Majesty the King of Spain, we trust that he will enter into no terms with the American States that may strengthen their claim, or that may tend to deprive us of our just inheritance. And we request that your Excellency will have the goodness to forward this memorial and representation, so that it may reach the foot of his Majesty's throne, humbly entreating that he will be pleased to take his same into his royal consideration, and that he will give his said Envoy at the American Congress such orders respecting the premises as he in his great wisdom and goodness may think fit. With the sincerest assurances of our firm attachment to him, and gratitude for any favor he may procure us on this occasion, we conclude. Done at Little Tallassee, in the Upper Creek nation, this 10th day of July, 1785. By order, and in behalf of the said Indian nations.

A. M'GILLIVRAY.

The foregoing talk was sent to his Excellency Governor O'Neal, enclosed in the following letter, to wit;

Sir: We certify that the foregoing talk, signed A. M'Gillivray, dated 10th July, 1785, was taken from a box containing sundry papers relating to the concerns of the late firms of Panton, Leslie, & Co., and John Forbes & Co. Matanzas, July 21st, 1825.

FRANCIS P. SANCHEZ.
A. WORTHINGTON.

EXHIBIT No. 25, Z.—TRANSLATION.

Instructions to which Don Alexander McGillivray, Commissary of the Spanish nation to the Tallapoose nation, shall conform. 1st, His first and principal care shall be to maintain the different towns of his nation in dependence from and subordination from our sovereign, using all the means his well known aptitude and talent may suggest to him to keep the Indians on our party. 2d, He will bestow the whole of his attention to see that the traders who may present themselves in his nation shall deport and behave themselves with the greatest decency, politeness, and friendship, avoiding to give the Indians the smallest ground of complaint. 3d, He shall take care that these said traders conform themselves exactly, in their bargains, to the prices of the tariff agreed upon in the general talk held in Pensacola on the 31st of May and 1st of June of this year, without augmenting or diminishing the established prices. 4th, It shall likewise be his care to see observed the general instructions which, in the said talk, were established for the traders, not permitting them to violate them for any reason, however urgent. 5th, It will be his duty to endeavor to maintain the nation in peace and perfect harmony, not only among the different tribes of the Talla-

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poosas, but with all the other nations, particularly the Choctaws and Chickasaws, encouraging agriculture and commerce. 6th, One of the points which requires his greatest attention is, to take care that no one shall introduce himself into the nations without the requisite passport; on which he will take care to notice the deportment of the trader while in the nation, writing the dates of his arrival and departure; he will arrest all those who present themselves without these requisites, sending them, under a secure escort, to the Governor of Pensacola, for which purpose he has the most ample power; it being the duty of the traders who are in the nation to lend their assistance without the least delay, or otherwise they will be severely punished. 7th, Whenever the service shall require it, he will unite the nation, in order to promote whatever may conduce to the honor and glory of the nation, giving an account of the results to the Governor of Pensacola. 8th, He will take care that no trader shall give credit to an Indian for a greater sum than thirty pounds of cured skins, or the same value in raw skins; and all the debts which the Indians shall contract with the traders above this sum will be considered as irrecoverable. 9th, He will not permit any trader to sell to the Indians more than five pounds of powder, or twelve of bullets, in the hunting season. 10th, He will forbid, by our order, all the traders to hunt on the Indian grounds, unless the Indians should voluntarily consent to it. 11th, He will likewise prevent the traders from trading in other towns than those for which they have the necessary permission of Government. Finally, we hope that, from his well known zeal, activity, and talent, he will maintain the Tallapoose nation and its towns in the best harmony and union, promoting, on all occasions, the honor, glory, and interests of the Spanish nation, and the tranquillity of the Tallapoose

Indians. Given under our hand and seal, and countersigned by the underwritten Secretary of this Government, in New Orleans, 20th of July, 1784.

MIRO.

A true copy. F'CO DIO. VIVES.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 26, A A.

East Florida. By his Excellency Patrick Tonyn, Esq., Captain General, Governor, and Commander-in-Chief of his Majesty's province of East Florida, Chancellor, Vice-Admiral and Ordinary of the same; Archibald McArthur, Esq., Brigadier General, commanding his Majesty's forces in the said province; the Honorable Thomas Brown, Esq., Superintendent of Indian affairs for the eastern division of the southern district of North America. Whereas a conference was lately held in the town of St. Augustine, between us and the head men and principal warriors of all the towns in the Upper and Lower Creek nation, who came here in order to confirm and cement their alliance of peace and friendship with his most sacred Majesty; and whereas the said Indian warriors, for themselves and the people over whom they preside, having complained of the distance of the stores from whence they draw their supplies, and having offered every protection in their power to the persons and effects of merchants, provided they would move their stores to some place more contiguous to their nations; the said Indian warriors, at the same time, pointing out the river Appalachicola as a proper place to fix a trading house, as being not only more convenient for themselves, but likewise much nearer to the Choctaw, Chickasaw, and Cherokee Indians, and requested that the house of Pan-

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ton, Leslie, & Co., who had hitherto supplied them with Indian goods, should be solicited to settle on the said Appalachicola river, for the purpose aforesaid; and whereas William Panton, Esq., who was present at the said conference, agreed with the said Indians, on the part of himself and his co-partners, to settle a store, conformable to their inclination, at such place as he or his co-partners might approve, lying between the forks of Flint river and the mouth of the Appalachicola river, provided that letters of license were issued, for trading with the said Indians, to him, the said William Panton, and to his co partners, William Alexander, John Leslie, Thomas Forbes, and Charles McLatchy, and which the said Indian warriors desired might be granted; and whereas it appears to us that the settlement of a store at the Appalachicola river will be conducive to the happiness of the said Indian allies, and to the prosperity of this province, by keeping the Indians at a distance from the plantations and settlements of the inhabitants, and thereby prevent the disputes that often arise between them; now know ye, that for these and other good and sufficient reasons, by virtue of the power and authority to us given by his Majesty, and reposing special trust and confidence in the justice, probity, and good conduct of them, the said William Panton, William Alexander, John Leslie, Thomas Forbes, and Charles McLatchy, we have constituted and appointed, and by these presents do constitute and appoint, them, the said William Panton, William Alexander, John Leslie, Thomas Forbes, and Charles McLatchy, Indian traders for the aforesaid Creek, Cherokee, Chickasaw, and Choctaw nations, giving and granting unto them these our letter of license for that purpose, with full power and authority to fix stores on the said river Appalachicola, in the province aforesaid; and under their hands and seals, or under

the hand and seal of any one of them, from time to time, to appoint, as traders to the said nations, such persons as they may judge qualified, and for whose conduct they shall be answerable. And we do hereby strictly require and command all his Majesty's officers, civil and military, to be aiding and assisting to them in carrying the said settlement into effect; and we do hereby require and command them, the said William Panton, William Alexander, John Leslie, Thos. Forbes, and Charles McLatchy, to observe and obey all such orders, directions, and instructions, as shall, from time to time, or at any time, be issued, given, or sent to them, by us, or any other person or persons empowered or authorized by us, and to all such orders as the Superintendent of Indian affairs, or those in authority under him, may find necessary to give. These letters of license to continue during good behavior, or until revoked by us. Given under our hands and seals, at St. Augustine, the 15th day of January, 1783, and in the twenty-third year of his Majesty's reign.

[SEAL.] PAT. TONYN.

ARCH'D McARTHUR,

Brig. Gen. Com'ding in East Florida.

[SEAL.] THOMAS BROWN,

Superintendent of Indian Affairs.

EXHIBIT No. 27, B B.—TRANSLATION.

A Copy. Enclosed I send you a copy of the note which Estevan Miro, Governor and Intendant General of this province, has given me, comprehending the goods necessary for the trade with the Tallapoose Indians, and which it permits you to bring here, with the few restrictions you will observe. God preserve you many years. Pensacola, 2d of Sept. 1789.

HENRY WHITE.

To Don William Panton.

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Memorandum of the goods necessary for the trade with the Tallapoose Indians: Limbourg, common blue cloth, cloth for the chiefs and traders, woollen serges, bergapsom, ordinary saddle cloth, flannels, blankets of various qualities, calicoes of cotton and thread, black silk handkerchiefs, cotton ditto, sheets of different qualities, table cloths in small quantities, "*Cotin*," gauze for mosquito bars, "*Brin*," &c. &c. [N. B. The remainder of this document consists in a list of a great many articles whose importation is permitted; it is almost impossible to translate it, as the names used are known only to the Spanish commerce, and are not to be found in any of the vocabularies. After the list of articles is concluded, there follows:] New Orleans, 24th August, 1789.

ESTEVAN MIRO.

This is a copy of the original.

HENRY WHITE.

This is a copy of that which exists in the provincial treasury, which I do certify; it is taken to be given to William Panton, in consequence of a decree of the Governor and Subdelegate of the royal finances, dated this day. Pensacola, the 13th of October, 1789.

GABRIEL MARIN PIZARRO.

Don Vincente Folch y Juan, Colonel of the royal armies, civil and military Governor of the city of Pensacola for his Majesty, Judge Subdelegate of royal finances, rents, mails, &c. I certify that the official letter and relation which precedes are literally conformable to the original, which was presented to me, and which I returned to the parties concerned. And in order that he may make a proper use of it, I give

the present, assisted by two witnesses, for want of an Escribano, in Pensacola, this 7th day of December, 1813.

VINCENTE FOLCH.

Fco. Xavier Navarro.

Francisco Moregon.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

Exhibit No. 28, C C.—Translation.

Copy. Dear Sir: By yours of the 20th inst. I have learned with pleasure the arrival of the ship Maria from London, with cargo of some goods for the Indians, notwithstanding the fears of a war. This I cannot combine with the Captain General having sent to Spain the money of his Majesty, and of individuals, which, from those very fears, were detained in Havana, which surely he would not have done if those rumors were certain, and thus expose them to contingencies of such a nature. The same day on which I received yours, I directed a translated copy to the Captain General, praying him, at some time, to resolve about the salt; although, as you must have received what I wrote you by the schooner St. Mark's, you no doubt will have sent your vessel to the Cape. As the war is not declared, it would be strange to grant passports as flags of truce; but agreeably to the royal order of the 23d March of last year, I send to your Governor one, in order that you may ship your peltries; and this is more than sufficient. as you can have nothing to fear from the English about your private despatches, nor, on the other hand, from the Spaniards, in virtue of the aforesaid royal order. I give you thanks for the efforts made by you, in the present critical circumstances, to keep up the trade with the Indians; and I hope you will continue them without intermission, so as to

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keep them at our devotion. God preserve you, &c. New Orleans, 29th December, 1790.

ESTEVAN MIRO.

To Mr. William Panton.

Copy. New Orleans, 8th January, 1791. Dear Sir: I have received yours of 29th December last, and that being replied to which I received under date of 20th of the same, after transmitting the passport for the ship Maria. I enclose to the Governor two more; one for the brig Despatch, and another to protect a small vessel from New Providence, to fetch peltry. I have not yet received the answer of the Captain General about the license for salt, which I have asked anew. In the reply to that of yours of the 20th, I gave him my reasons for not granting passports as flags of truce, unless war should be declared, in which case I should have no difficulty. God preserve you, &c.

ESTEVAN MIRO.

To Mr. William Panton.

I, Achille Murat, sworn Interpreter for the Superior Court of the Middle District of Florida, certify that the foregoing is a faithful translation of the annexed Spanish document.

ACHILLE MURAT.

Copy. Dear Sir: I am satisfied with your reply of 31st ultimo, and in this I shall only reply to the points asked. There is no difficulty in your vessels coming to the Mississippi in ballast, to load with pieces for sugar boxes, and going to Havana in search of the taffia you want. I am astonished that the Governor of your place did not show you the tariff when you

commenced your traffic with the Indians; but I know he did not think it necessary, seeing you did nothing more than follow it up, and were impressed with the mode of contenting them, as indeed they never have complained of the prices at which you have sold; still I request the present Governor to show it to you, without making any alteration in the rates which you have established, and which I believe to be lower than those of the tariff, at least as long as the Indians make no complaint. About the post of Appalachie, (St. Mark's,) I reply to you, that you may continue, in the same way as you have done heretofore, carrying the goods from your place, and there shipping the peltries direct for Europe. I accept the assurance that you give me, that, in case of war with England, or in any other, you will give notice twelve months previous to your going away; and you will, in that case, have liberty to do so, with secure protection for your family and effects. And in case of death of yourself, or any of your partners, you will be excepted from the operation of the laws respecting strangers not naturalised, for so was the grant to you with respect of East Florida by his Majesty Charles the Third, now in heaven.

You may sell to the garrison of your place, and civilians in office, what they want for their own use, but to trafficers who go about from place to place, in order to avoid any contravention of the order of his Majesty, which prohibits any goods of yours from being sold in Louisiana; and you will thus take care not to sell to families of that garrison any quanty which may excite suspicion of its being in the way of trade. As respects the duties upon goods imported by the ship Maria, arrived last December, and the peltries exported by the same vessel, and by the paquebot Minerva, this year, from your place and Appalachie, it appears that it is not declared in

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the last royal order, as the Contador informs you that you should be exempt from them. But with respect to what you have already represented, that you had not yet paid them on account of the credit I gave you until the end of the year, I take upon myself to say that you may suspend that payment until the new decision of his Majesty, which I shall solicit, desirous of being of service to you. Given in New Orleans, 20th August, 1789. ESTEVAN MIRO.

To Mr. William Panton.

Copy. Dear Sir: With your esteemed favor of 31st August, I have received the copy which you were pleased to send to me of that of Alexander McGillivray, with whom I am much pleased, and I doubt not he will make peace with the Americans upon the terms which I have recommended. I thank you for your attention in communicating to me this intelligence, and I beg you to continue them as they occur. I renew to you my good wishes to be of service to you, and wishing your good health, &c. New Orleans, 14th September, 1789. ESTEVAN MIRO.

To Mr. William Panton.

I, Achille Murat, sworn Interpreter of the Superior Court for the Middle District of Florida, do certify, that the foregoing is a faithful translation of the annexed Spanish document. ACHILLE MURAT.

EXHIBIT No. 29, D D.—TRANSLATION.

Under date of the 2d of January, your Lordship asks me all the instructions relating, since its origin, to the new establishment of Appalachie; but, at the same time, the approbation of his Majesty, which explains the whole, having

arrived, not having any thing anterior but the order of the Count of Galvez to establish that post, dependent on Pensacola, I believe it will be sufficient to send, as I do, to your Lordship, a copy of the said royal order, which is communicated to me by the most excellent Don Antonio Valdez, and is as follows: By a letter of your Lordship of the 24th of March last, No. 213, the King has been persuaded of the motives which prevented the execution of the order of the Count of Galvez of the 6th of May, 1785, in which he ordered the establishment of the post of St. Mark's de Appalachie by a detachment of the garrison of Pensacola, and of the urgent reasons which now require its construction, your Lordship understanding that the said establishment must consist (in case that the old one could not be repaired as cheaply) in a small fort of stakes, with lodging for the commander and storekeeper, barracks for fifty men, storehouses for provisions and ammunition, and the other offices indispensable for the service of a garrison, and a small vessel for the transportation of the troops, and provisions for its subsistence; to which end your Lordship wrote to the Intendant of this province an official letter, of which the enclosed is a copy, who, consequently, was taking the most active measures for that purpose; and these dispositions having deserved the approbation of his Majesty, as the said Intendant has been informed, I communicate the whole to your Lordship, by his royal order, for your intelligence. New Orleans, 20th February, 1788.

ESTEVAN MIRO.

To Don Jose de Espeleta.

A true copy. FRANCISCO DIO. VIVES.

A faithful translation of the annexed Spanish document.

ACHILLE MURAT.

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The following certificate is attached to exhibit No. 29, D D.

United States' Commercial Agency at Havana. I, F. M Dimond, Vice Commercial Agent of the United States, do hereby certify, that the signature above is that of Don Francisco Dionisio Vives, Governor and Captain General of this island, and that all faith and credit ought to be given as such. In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Havana, this seventh day of November, 1825.

[SEAL.] F. M. DIMOND.

EXHIBIT No. 30. E E.

SOMERSET PLACE, 5th August, 1825.

MY DEAR SIR: I send you, enclosed, a copy of so much of three treaties, made with the Indians in the year 1765, as appears to have any bearing upon the subject mentioned in the letter of John Hibberson, which I now return. These documents have been extracted from the records of the State paper office after a very accurate and laborious research, which has been gone through for the purpose of giving you any information in our power.

The extracts in question have been accurately transcribed from the original treaties, and are attested by Mr. Planta, the Under Secretary of State. This attestation must, I conceive, be ample; but should you wish any further testimonial of these extracts being correctly copied from the original treaties, I shall be glad to give you any further assistance in my power towards the procuring of it. I remain, my dear sir, very faithfully yours.

H. HUSKISSON.

To W. Ingers, Esq.

To all to whom these presents shall come: I, William Hurry, Notary Public, by royal authority, duly admitted and sworn, practising in Liverpool, in the county Palatine of Lancaster, in the United Kingdom of Great Britain and Ireland, and also Master Extraordinary in his Majesty's High Court of Chancery in England, do hereby certify, that the annexed sheet of paper contains true copies of an "extract of a treaty between Great Britain and the Chickasaw and Choctaw Indians, signed at Mobile, in the province of West Florida, the 26th of March, 1765;" and of an "extract of a treaty between Great Britain and the Upper and Lower Creek Indians, signed at Pensacola, in the province of West Florida, the 28th of May, 1765;" and of an "extract of a treaty between Great Britain and the Upper and Lower Creek Indians, signed at Picolata, in the province of East Florida, the 18th of November, 1765;" and of the certificate of Lewis Herslet, Librarian of the State paper office, subscribed to each of such extracts, that the same is a faithful extract from the original treaty deposited in such office; and of the attestation subscribed to each of the said certificates, of Joseph Planta, jr. Esq., Under Secretary of State, under the seal of the Foreign Office, having carefully collated and examined the said copies with the said several original extracts, certificates, and attestations. In faith and testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, at Liverpool aforesaid, this seventh day of December, in the year of our Lord one thousand eight hundred and twenty-five.

[SEAL.]

WILL. HURRY,
Notary Public, Liverpool.

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Extract from a treaty between Great Britain and the Chickasaw and Choctaw Indians, signed at Mobile, in the province of West Florida, the 26th of March, 1765.

Article 5. And to prevent all disputes on account of encroachments or supposed encroachments committed by the English inhabitants of this or any other of his Majesty's provinces, on the lands or hunting grounds reserved and claimed by the Chickasaw and Choctaw Indians, and that no mistakes, doubts, or disputes may, for the future, arise thereupon, in consideration of the great marks of friendship, benevolence, and clemency extended to us, the said Chickasaw and Choctaw Indians, by his Majesty King George the Third, we, the chiefs and head warriors, distinguished by great and small medals and gorgets, and bearing his Majesty's commissions, as chiefs and leaders of our respective nations, by virtue and in pursuance of the full right and power which we now have and are possessed of, have agreed, and we do hereby agree, that, for the future, the boundary be settled by a line extended from Gros point, in the island of Mount Lanis, by the course of the western coast of Mobile bay, to the mouth of the eastern branch of Tombecbee river, and north by the course of the said river, to the confluence of Alebamont and Tombecbee rivers, and afterwards along the western bank of Alebamont river to the mouth of Chickiansee river; and from the confluence of Chickiansee and Alebamont rivers a straight line to the confluence of Biance and Tombecbee rivers; from thence by a line along the western bank of Biance river, till its confluence with the Tallatckpe river; from thence by a straight line to Tombecbee river, opposite to Alchalicpe, and from Alchalicpe, by a straight line, to the most northerly part of Buckataune river, and down the course of Buckataune river to its confluence to the river Pascagoula, and down by the

course of the river Pascagoula, within twelve leagues of the sea coast; and thence by a due west line as far as the Choctaw nation have a right to grant. And the said chiefs, for themselves and their nations, give and confirm the property of all the lands contained between the above described lines and the sea, to his Majesty the King of Great Britain, and his successors, reserving to themselves full right and property in all the lands to the northward of said lines, now possessed by them; and none of his Majesty's white subjects shall be permitted to settle on Tombecbee river to the northward of the river called Centebonck.

GEORGE JOHNSTONE,
Governor of West Florida.
JOHN STEWART,
Superintendent of said district.

And by 29 kings and chiefs of Indians.

I certify that the preceding is a faithful extract from the original treaty, deposited in the State paper office.

[L. S.] LEWIS HERTSLET, *Librarian.*

Foreign Office, August 5th, 1825, signed in the presence of
JOSEPH PLANTA, Jr.,
Under Secretary of State.

Extract of a treaty between Great Britain and the Upper and Lower Creek Indians, signed at Pensacola, in the province of West Florida, the 28th of May, 1765.

Article 5. And to prevent all disputes on account of encroachments or supposed encroachments committed by the English inhabitants of this or any other of his Majesty's provinces, on the lands or hunting grounds reserved and claimed by the Upper and Lower Creek nations of Indians, and that no mistakes, doubts, or disputes may, for the future, arise thereupon, in consideration of the great marks of friendship,

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benevolence, and clemency, extended to us, the said Indians of the Upper and Lower Creek nations, by his Majesty King George the Third, we, the said chiefs and head warriors, leaders of our respective nations, by virtue and in pursuance of the full right and power we have and are possessed of, have agreed, and we do hereby agree, that, for the future, the boundary be at the dividing paths going to the nation and Mobile, where is a creek; that it shall run along the side of that creek until its confluence with the river which falls into the bay; then to run round the bay, and take in all the plantations which formerly belonged to the Yammassee Indians; that no notice is to be taken of such cattle or horses as shall pass the line; that from the said dividing paths towards the west, the boundary is to run along the path leading to Mobile, to the creek called Cassaba; and from thence, still in a straight line, to another creek or great branch, within forty miles of the ferry, and so to go up to the head of that creek; and from thence turn round towards the river, so as to include all the old French settlements of Tassa; the eastern line to be determined by the flowing of the sea in the bays, as was settled at Augusta. And we do hereby grant and confirm unto his Majesty, his heirs and successors, all the land contained between the said lines and the sea coast.

GEORGE JOHNSTONE,
Governor of West Florida.

JOHN STEWART,
Superintendent of said district.

And by 31 kings and chiefs of Indians.

I certify that the preceding is a faithful extract from the original treaty, deposited in the State paper office.

[L. S] LEWIS HERTSLET, *Librarian.*

Foreign Office, August 5th, 1825. Signed in presence of

JOSEPH PLANTA, *Under Secretary of State.*

Extract of a treaty between Great Britain and the Upper and Lower Creek Indians, signed at Picolata, in the province of East Florida, the 18th of November, 1765.

Art. 5. To prevent all disputes on account of encroachments or supposed encroachments made by the English inhabitants of this his Majesty's said province, on the lands or hunting grounds reserved and claimed by the upper and lower nations of Creek Indians, and that no doubts, mistakes, or disputes may, for the future, arise, in consideration of the great marks of friendship, benevolence, clemency, generosity, and protection, extended to us, the said Indians of the Upper and Lower Creek nations, by his Majesty King George the Third, we, the chiefs, head warriors, and leaders of our respective nations, by virtue and in pursuance of the full right and power which we now have and are possessed of, have agreed, and we do hereby agree, that, for the future, the boundary line of his Majesty's said province of East Florida shall be all the sea-coast as far as the tide flows, in the manner settled by the English with the great Tomachiches, with all the country to the eastward of St. John's river, forming nearly an island, from its source to its entrance into the sea; and to the westward of St. John's river by a line drawn from the entrance of the creek Ocklawaugh, into the said river above the Great lake, and near to Spalding's upper trading storehouse, to the forks of Black creek, at Colvill's plantation; and from thence to that part of St. Mary's river which shall be intersected by the continuation of the line to the entrance of Turkey creek into the river Altamaha: that no notice is to be taken of such horses and cattle as shall pass the line: and we do hereby accordingly grant and confirm unto his Majesty, his heirs and successors, all the said lands within the said limits.

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Signed, James Grant, Governor, John Stewart, Agent and Superintendant of Indian Affairs; and by thirty-one chiefs.

I certify that the preceding is a faithful extract of the original treaty, deposited in the State paper office.

[L. S.] LEWIS HARTSLET, *Librarian.*

Foreign Office, August 5th, 1825. Signed in presence of

JOSEPH PLANTA, Jr., *Under Secretary of State.*

EXHIBIT No. 31. F F.

To all to whom these presents shall come, greeting: I certify, that the writings on the annexed paper, from pages one to nine, inclusively, are three extracts from the following Indian treaties, to wit: "Treaty at Augusta, (Georgia,) with the Cherokee and Creek Indians, in 1773;" "treaty at Augusta, (Georgia,) with the Creek Indians in 1783;" and "treaty at Shoulderbone, (Georgia,) with the Creek Indians, in 1786," copied from the Appendix to Marbury & Crawford's Digest of the Laws of Georgia, pages 601, 602, 603, and 619; which digest has been deposited in this office as an authentic work, under the authority and in pursuance of instructions to that effect from this Department.

In testimony whereof, I, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed. Done at the city of Washington, this twenty-ninth day of September, A. D. 1827, and of the independence of the United States of America the fifty-second.

[L. S.] H. CLAY.

Treaty at Augusta with the Cherokee and Creek Indians, in 1773, Georgia. At a congress held at Augusta, in the province of Georgia, on the first day of June, in the year of our Lord

one thousand seven hundred and seventy-three, by his Excellency Sir James Wright, bart., Captain General and Commander in Chief of the said province, and the Honorable John Stewart, Esquire, his Majesty's sole Agent for and Superintendent of Indian affairs in the southern district of North America, and the several chiefs of the Cherokee and Creek Indians, who are authorized and empowered by the several tribes of the Cherokees and Creeks to attend at this congress, and to act for them and each of them: Whereas the Cherokee Indians did some time ago propose, to the aforesaid Governor and the Superintendent, to cede unto his most sacred Majesty King George the Third, a certain tract of land, situate, lying, and being within the province of Georgia, on the river Savannah, above Little river, and extending up Savannah river above Broad river, and across the country towards the Oconee river, and which the said Cherokee Indians claimed as their right and property; and whereas the said Cherokee Indians, having considered of their great poverty and distress, and finding it to be out of their power to pay their debts due from them to their traders in the usual way, by hunting and getting deer-skins, declared themselves under the necessity of making the above proposition, and requested the said Governor and Superintendent to lay their distressed situations before his Majesty, and to implore that he would be graciously pleased to accept of a cession of the said lands from them, and that the same might be appropriated towards the payment of their debts justly due to the unfortunate people who had been trading amongst them since the peace made with them, which was in the year one thousand seven hundred and sixty-one, that so their traders might be enabled to furnish them with goods as usual: and whereas the distressed state and condition of the said Indians, together with their proposition

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and request, as aforesaid, having been fully represented unto his Majesty, who, being graciously disposed to relieve the said Indians from their necessities and distress, and to promote and preserve peace and good order between and amongst them and his Majesty's subjects trading with them, was pleased to consent to receive a cession of the said lands for the purposes aforesaid, and hath given instruction to his said Governor and Superintendent to hold a congress with them, and to take a cession of the said lands accordingly. And whereas the Creek Indians do also claim to have a right and property in the said lands claimed by the Cherokee Indians, and proposed to be ceded by them as aforesaid; and whereas the said Creek Indians, in consideration of the payment of the debts justly due from them to the persons trading with them, since the above period, have also consulted and agreed to join in the said cession, and also to add some further lands to those proposed to be ceded by the Cherokee Indians. And whereas his Majesty hath been also pleased to approve of the same, and to direct that a cession of all the said lands be received and taken jointly from both the Cherokee and Creek Indians, it is therefore consented and agreed, by and between the several Indian chiefs present, and who have signed this treaty of cession, as well Creeks as Cherokees, and who declare themselves to be fully and absolutely authorized and empowered by the several kings, head men, and warriors of the Upper and Lower Creeks, and of all the Cherokee country, for and in behalf of themselves, and their several nations and tribes, in manner and form following, that is to say: We, the said Indian chiefs, as well Creeks as Cherokees, do freely offer and request that the said Governor and Superintendent, in behalf and for the use of his most sacred Majesty George the Third, and to his successors for ever, will accept of a grant

and cession of the several lands hereinafter mentioned and described, that is to say: To begin at the place where—(the bounds omitted here.) And we, the said several Indian chiefs, for ourselves and our several nations and tribes of Indians, do hereby solemnly declare, that we do fully and clearly understand every part of this treaty and cession, it having been fully interpreted and explained to us, and that the same is made at our own requests, and for our own benefit and advantage, and for and towards the payment and satisfaction of the several debts which are justly due and owing from us to the several persons who have traded and supplied us with goods, as aforesaid. And we, the said Creek Indian chiefs, and Cherokee Indian chiefs, in consideration aforesaid, do, by these presents, in the most solemn manner, for us and our several nations and tribes, fully and absolutely, give, grant, and confirm unto his most sacred Majesty King George the Third, all and singular the lands hereinbefore mentioned and described; and we do, for ourselves and our nations and tribes as aforesaid, and for each and every of us and them, surrender and yield up all and each and every of our respective rights, titles, interests, claim, and property, of and in the aforesaid lands, unto his said Majesty King George the Third, to hold the same to him and his successors for ever: and we, the said Creek Indian chiefs, do hereby fully and absolutely agree, that, from henceforth, the above lines and bounding shall be the mark of division of lands between his Majesty's subjects in the province aforesaid, and us, the said Creek Indians, notwithstanding any former agreement or boundary to the contrary; and that we will not disturb any of his Majesty's subjects, in their settlements or otherwise, within the lines aforesaid. In consideration whereof, it is agreed on the part of his Majesty, that the moneys arising by sale of the lands

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ceded as aforesaid, after defraying the expense of this congress, and such other charges and expenses as will necessarily arise in carrying this measure into execution, shall be applied towards the payment and satisfaction of such debts as shall appear to be justly due and owing from the Indians to their traders, as aforesaid.

In testimony whereof, we, the said Governor and Superintendent, have signed this present treaty or deed of cession, and put to it our respective seals, the day and year above written; and the several Kings and Chiefs of the several nations and tribes of Indians have also set their hands and seals to the same, at the time and place agreed.

Extract from a treaty at Augusta, with the Cherokee Indians, in 1783: "II. That all just debts due by any of the said Indians to any of the merchants or traders of the said State, shall be fairly and fully paid; and all negroes, horses, or other property, taken during the late war, shall be restored."

Extract from a treaty at Augusta, with the Creek Indians, in 1783. "II. That all just debts due by any of the said Indians, to any of the merchants or traders of the said State, shall be fairly and fully paid; and all negroes, horses, cattle, or other property, taken during the late war, shall be restored."

Extract from a treaty at Shoulderbone, with the Creek Indians, in 1786. "Ninth. The trade with the Indians shall be carried on as heretofore, and all just debts due by any of the said Indians to any of the merchants and traders of the said State, shall be fairly and fully paid."

EXHIBIT No. 32, G G.

To all to whom these presents shall come, greeting: I certify that the writings on the annexed paper, from pages 1 to 10, inclusively, have been carefully examined, in the absence of the originals, from which they were printed, and which cannot now be found, with the tenth volume of a work entitled "American State Papers, confidential," which was published by Thomas B. Wait, at Boston, in 1819, under the patronage of the United States, from pages 223 to 227 of that volume, inclusively, and found correct; and that all the "State Papers" in that compilation are believed by this Department to be entirely authentic and correct.

In testimony whereof, I, Henry Clay, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed. Done at Washington, this twenty-seventh day of September, A. D. 1827, and of the independence of the United States of America the fifty-second.

[SEAL.] H. CLAY.

Articles of convention, treaty, and pacification, stipulated and agreed on by the Spanish nation with the Tallapuche Indians, at the congress held for this purpose in the fort of Pensacola, the capital of West Florida, on the thirty-first day of May and first of June, 1784. In the name of God Almighty, be it known to all to whom these presents come, or may come, that we, Don Stephen Miro, Colonel of the regiment of infantry established in Louisiana, and Commandant charged with the civil and military government of that province, by order of his Excellency the Count de Galvez, Lieutenant General of the royal armies, Governor and Captain General of the provinces of Louisiana and West

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Florida, Colonel Don Arthur O'Neil, Governor, civil and military, of this town of Pensacola, Don Martin Navarro, Intendant General of the said province, and Alexander McGillivray, principal representative of the towns of the Upper Tallapuches, Middle Tallapuches, and Lower Tallapuches, called Seminoles or Wanderers, the Savannas or Joannis, and part of the Natchez and Chickasaws, stipulating in the name of all in general, and particularly for Abnegle, principal chief of the four towns of Tallasse, Ychaso or the Mad Dog, chief of the town of Tocopaache, Meeko Apohega, of that of Hudko-kaye, Taskiohuina, of that of Sihilahe, Opayaacho, of that of Pakano Tahalache, Tuskikina, of that of Cievale, Oeragula, of that of Atache, Opaye Meeko, of that of Ochiapo, Nenni Guaquichi, of that of Edoni, Meeko Detesqui, of that of Mongulasquin, Paychache, of that of Oyokoske, Opestle, of that of Yosala, Ayufalacho, of that of Taskiki Acca, Niacho, principal chief of Avechuchi and three towns of Avecas, Opaye, of that of Statilocalgo, Niachumaetuopaye, of that of Whihuoca, or the waters which follow, with the towns of Alibamas, Conchutis, and Tanachas, and the towns of Osashe, Taskeys, Tehonacale, or the middle road, Carranatke, or Tetuchina, Tonchatchie, Otasie Songatchie, all Upper Tallapuche towns; which chiefs, with many others, remain in the nation, having given consent to whatever the above said Alexander McGillivray shall do and treat; who treats also in the name of Yahulla Meeko, principal chief of the three towns of Cahuitas in the Middle Tallapuches, of Pisto Meeko, principal chief of the towns of the Uchises, Chahuasse, of that of Atlecaasa, Cycotle Meeko, of that of Echite, Cachita Mico, of that of Cachita, Sinchies Meeko, of that of Appalachicola, from Uolocho, and of the towns of Chapeachy Ocone, Lower Tallapuches or Seminoles of Usatastanequi, or War Dog chief, of the town of Nat-

chez, of Chickasaw Mingo, of that of the Chickasaw Retired Arrow, the Tallapuchy. In the name, also, of various other towns, chiefs, captains, and warriors, not present, their wives and children, and of all the nation in general, desiring unanimously to obliterate the remembrance of the evils caused by the last war, and to make all the subjects of his Catholic Majesty enjoy the fruits of peace, to conclude and cement on the most solid foundations the friendship and good union which the Spanish nation proffers to the Tallapuchy tribes, have agreed on the following articles:

Article 1. We the said chiefs of the Tallapuchy nation, for ourselves, and in the name of the other chiefs, captains, warriors, and other individuals, of whatever quality, sex, or condition they be, promise and engage ourselves before the Supreme God, Creator of the heaven and earth, to whom are subject all things, visible and invisible, to keep and maintain an inviolable peace and fidelity with his Catholic Majesty, his provinces, subjects, and vassals, procuring to ourselves reciprocally whatever advantages may contribute to the interest and glory of both the contracting parties. We undertake to expose, for the royal service of his Catholic Majesty, our lives and fortunes, and we promise to obey the sovereign orders which, in a case of necessity, shall be communicated to us by the Captain General of the provinces of Louisiana and Florida, and in his name, by the respective Governors or particular commanders of said provinces, conducting ourselves always with the greatest harmony, union, and friendship; moreover, from this instant, of our proper and spontaneous will, we promise to obey the laws of the great King of the Spains in those points which are compatible with our character and circumstances, conforming ourselves to the usages and municipal customs which are established, and hereafter shall

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be established, in the provinces of Louisiana and both Floridas, regulating in every thing of common accord and in good faith the difficult points which may need explanation.

Article 2. To correspond on the part of his Catholic Majesty to the confidence which merits the worthy and honorable chiefs of the Tallapuche nation, and the others who are in the lands conquered by the arms of his Majesty, we, the above named Don Stephen Miro, deputy Governor of the province of Louisiana, Don Arthur O'Neil, Commandant of the fortress of Pensacola, and Don Martin Navarro, Intendant General of both provinces, promise in the name of the King to proportion among the contracting nations a commerce permanent and unalterable, unless the inevitable event of war impede the exact fulfilment of this promise, at the most equitable prices; to which effect, there shall be formed by agreement of both parties, conjointly, in this present congress, corresponding tariffs, or regulations by which the mutual traffic shall be fixed, and which shall be inviolably observed by the individuals of the contracting parties with the most religious scrupulousness.

Article 3. To encourage more and more commerce and agriculture, the Tallapuchy nation shall establish a general peace with the nations of Chickasaws, Choctaws, and others of the continent, ceasing all kind of hostility, forgetting all the past, and living in the greatest harmony; the disturber of those good dispositions and desires shall be considered as an enemy of the public tranquillity of mankind, and of the contracting parties.

Article 4. We, the already mentioned chiefs of the Tallapuchy nation, as often as any stranger shall introduce himself into our towns with the insidious idea of inducing us to take up arms against our sovereign, the great King of the

Spains, his vassals and allies, oblige ourselves to arrest him immediately, submitting him to the disposal of the Governor of Pensacola, without that, that his having been taken within our possessions shall serve him as an immunity from punishment.

Article 5. We will not admit into our towns any white person of what nature soever he be, without any distinction (whether it be under the pretext of commerce or other pretence) who shall not bear the correspondent passport of these provinces, or in particular of this fort.

Article 6. In pursuance of the humanity and corresponding to the generous sentiments of the Spanish nation, we renounce for ever the practice of taking scalps, or making slaves of the whites; and in case that an unexpected war against the enemies of his Catholic Majesty should put us in the case of making any prisoner, we will treat him with that hospitality which corresponds in imitation of the civilized nations, exchanging afterwards with an equal number of Indians, or receiving in place thereof the quantity of merchandise which shall be previously stipulated, without committing on any of the said prisoners of war the least attempt on their life.

Article 7. We will deliver in good faith to the order of the Governor General of these provinces, all the white prisoners subjects of the United States of America, if it be found that there is any one detained, and we will not exact for them any reward.

Article 8. We will not admit deserters, nor negroes, nor mulatto slaves, fugitives (amarones) of the provinces of Louisiana and Florida, into our establishments, and those who shall present themselves within them shall be immediately (apprehended) with us at the orders of the Governor, satisfaction being made us by the corps if the person apprehended

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be a soldier, or by the master to whom he belongs if he be a slave.

Article 9. We will prevent our people by all means possible from committing any theft of horses or cattle, of whatsoever kind they be, and those which shall be met with stolen, in whatever place it be, shall be returned with good faith whenever they shall be claimed by the parties interested, who shall be under the necessary obligation of proving before the Government or chiefs of the towns in which they shall be, the property of the prize demanded.

Article 10. We will afford to the Spanish traders who may go with the respective licenses of the Governor to trade in our towns, all the protection and assistance which they may want, observing our contracts according to good faith and the rules of the tariff, of which they shall deliver us the necessary copies.

Article 11. As the traders ought to establish themselves within the towns, we will not permit them to do it secretly, fixing their magazines in the woods and other private places, to the end to avoid by these means the disorder which a like abuse and mal-practice would occasion. If any one shall contravene this article, we will give notice thereof to the chief of the place, that he may take the measures which he may esteem necessary.

Article 12. To maintain these orders, exacted by reason, equity, and justice, the principal basis of this congress, and on which depend our lives and properties, as well as the tranquillity of our towns, whenever any individual of our nation shall commit the horrible and detestable crime of murder on the person of any subject of his Catholic Majesty, we oblige ourselves to deliver the head of the aggressor. In mutual consideration of which, we, the said deputy Governor, and

the respective Commandants of these provinces, oblige ourselves that when the same case shall happen by the subjects of his Catholic Majesty, we will punish the delinquent conformably to the laws of our kingdoms, in presence of the chief of the sufferers.

Article 13. As the generous mind of his Catholic Majesty does not exact from the nation of Indians any lands to form establishments, to the prejudice of the right of those who enjoy them, in consequence, and with a knowledge of his fraternal love towards his beloved nations, we promise, in his royal name, the security and guaranty of those which they actually hold, according to the right of property with which they possess them, on the condition that they are comprehended within the lines and limits of his Catholic Majesty, our sovereign. And to make more evident the extent of his royal clemency, whenever by any war or other accident the Tallapuches may be dispossessed of their lands by the enemies of the Crown, there shall be granted to them others equivalent, which may be vacant, for their establishment, without other concern or retribution than that of their constant fidelity; and for the proof, accomplishment, and entire observance of this, while the royal approbation of his Majesty shall be solicited, to whom I, the said deputy Governor of Louisiana, will send it, we, the said Governor and Intendant, with the said Alexander M'Gillivray, informed of the whole by the means of a literal and exact translation, which for this purpose was reduced by Don Juan Joseph Duforest, Captain of the militia of Louisiana, and Interpreter of the English idiom for his said Majesty in the said province, have signed these presents, and sealed the same with the seal of our arms, and countersigned by the underwritten Secretary of the Government, and Captain General of the provinces of Louisiana

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and West Florida, in the fort of Pensacola, the first day of the month of June, in the year 1784.

STEPHEN MIRO.
ARTHUR O'NEILL.
MARTIN NAVARRO.
ALEXANDER M'GILLIVRAY.

By order of his superiors.

ANDREW LOPEZ DE ARMESTO.
JANDENES.
VIAR.

(A copy.)

Department of State, to wit: I hereby certify that the foregoing is a true translation of the copy of a treaty in the Spanish language, between the Spanish nation on the one part, and the Tallapuche Indians of the other, concluded in the fort of Pensacola on the 31st May and 1st June, 1784, as communicated to the Secretary of State by Messrs. Viar and Jandenes, Commissioners on the part of Spain to the United States. Given under my hand, and seal of office, this 16th day of May, 1793.

[L.S.] TH. JEFFERSON.

The foregoing treaty, copied from the tenth volume of American State papers, marked confidential, pages 223, 224, 225, 226, and 227, published under the patronage of Congress.

EXHIBIT No. 33, H H.

Claims reported by Commissioners. Opelousas Claims, No. 1. Pierre Arcenaux claims one third part of the land lying between the Coulé d'Aigle and Frederick Monton's land, being in depth forty arpents. This land was purchased by the

said Pierre from Frederick Monton, who purchased from an Indian chief of the tribe of Attakapas. The notice of this claim is accompanied by the following documents: 1st. A certified copy of a deed of sale by Achenoyee, chief of the Attakapas tribe of Indians, vested with power by Jacob Letortue, jr., and Baptiste (as set forth in the said deed of sale) to Frederick Monton, for a tract of land in the quarter called Bayou de Blanc, in the county of Opelousas, bounded on one side by other land of the purchaser, and on the other side by the Coulé d'Aigle, with the depth of forty arpents, for the consideration of one hundred and fifteen dollars; sale passed 29th July, 1802, before Honoré de la Chain, then acting as Commandant for the post of Opelousas: 2dly. A sale by the said Frederick Monton to the said Pierre Arcenaux, passed the 5th October, 1804, before the said Honoré de la Chain, then styling himself "Commandant for the United States of America," for the post of Opelousas, for one third part of the land purchased by the said Monton from the Indians, to be taken next to the Coulé d'Aigle. No evidence has been adduced in this claim to establish a title by occupancy: it is therefore to be inferred that the claimant relies on the validity of the Indian title, and presumes the transfer passed before the Commandant to be good and sufficient. It may not be improper here to inquire, whether, and how far, this case, and others similarly circumstanced, may be affected by the laws of the United States restraining the purchasing of the lands of Indians by unauthorized individuals. By an act of Congress, passed 30th March, 1802, "for regulating trade and intercourse with the Indian tribes, and to preserve peace on the frontiers," it is enacted, that no grant, lease, or other conveyance of lands, or any title or claim thereto, from any Indian or nation or tribe of Indians, within the boundaries of

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the United States, shall be of any validity, unless made by treaty or convention made pursuant to the constitution. And it is made a misdemeanor, punishable by fine and imprisonment, for any person not employed under the authority of the United States to negotiate any treaty or convention with Indians, or treat with them for the title or purchase of any lands held by them. See the 12th section of the above recited act. The provisions of the statute above quoted were, by an act of Congress, passed the 26th March, 1804, entitled "An act erecting Louisiana into two Territories, &c." extended to the Territories, to take effect from and after the 1st day of October, 1804. Anterior to the said 1st day of October, an act passed, the 31st of October, 1803, entitled "An act to enable the President of the United States to take possession of the Territories ceded by France to the United States, and for the temporary government thereof," was to remain in force. By the last mentioned act, neither the right of the Indians to sell, nor of any individual to purchase from them, has been interdicted or restrained. No doubts therefore can exist of the Indians, within the limits of Louisiana, having had the same rights to pass sales of their lands at any time previous to the 1st day of October, 1804, that they enjoyed whilst Louisiana continued to be a colony of Spain. Such sale, however, could only vest in a purchaser the kind of title which the Indians held. It therefore becomes necessary next to examine the nature and tenure of the Indian title to land in Louisiana. The Spanish functionaries seem to have made a distinction between Indians who had partaken of the rites of baptism, and the ordinary tribes or nations of Indians within the limits of Louisiana. The former were denominated "Christian Indians," a term usually, if not invariably, incorporated in the body of the instrument by which their titles to lands were transferred to

others. These Indians seem to have been considered capable of holding and enjoying lands in as full and ample a manner as any other subjects of the Crown of Spain. That the tenure of the title of lands held by Indians not denominated Christians may be more clearly comprehended, and that repetition may be avoided in the progress of this report, the undersigned Commissioners think it necessary here to insert such extracts, both from the testimony adduced, and written documents filed in other claims held under purchase from Indians, as may appear in any degree applicable to the one under consideration, to which they may find it convenient and useful to make frequent references in their remarks on other claims similarly circumstanced. From testimony given in the claim of Thomas Nicholson, (which will be reported among the claims in the county of Attakapas,) by Luis C. De Blanc, Esq. formerly exercising the office of Commandant, civil and military, for the district of Nachitoches, and afterwards the same office for the district of Attakapas, the following is extracted: "The right of the Indians to sell their lands always was recognised and admitted by the Spanish Government." "We always consider the titles of the Indians to their villages the best of titles, because the original property to the soil was in them; and when this country was conquered, the laws of the conquerors were enforced, but the property of the aborigines was held sacred. Hence the difference between the titles of Indians and other subjects. The other subjects who wanted land must demand and have a written title; it was not necessary for the Indians, because they already held a title to the land they claimed. Their title originated in first occupancy, cultivation, and settlement. The Indians never claimed other lands than their villages, and when they did, it was given them by the Government. There never was any instance of

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the Government of Spain taking land from Indians, especially their villages. Even when the Indians had abandoned some old villages because their hunting was exhausted, and had established new ones by the grant of the Spanish Government, their villages deserted were always considered as their property, subject to their disposal, and the inhabitants never suffered to settle there, but were always driven off. There was no time fixed in which a deed must be presented for approbation; it could be presented in one year, or an hundred years, and it would always receive the sanction of Government. The laws made it necessary, when the Indians sold their lands, to have the deeds presented to the Governor for approbation. This was only a form, as the Governor in all cases approved, and never refused. The villages of the Indians never consisted of less than a league, and often two leagues or more, in front; and it was the custom of the Spanish Government, whenever they granted land to Indians, to give them a league or more square." In the claim of Miller and Fulton, for a tract of land on Bayou Bœuff, in the county of Rapides, purchased from Indians, which will be reported by the Register and Receiver of this district, pursuant to the provisions of an act of Congress, passed the 27th February, 1803, will be seen the testimony of Mr. Charles Lareau Trudeau, many years Surveyor General of the province of Louisiana under the Spanish Government, from which the following is extracted: "The deponent knows of no ordinance or regulation under any Governor of Louisiana except O'Riley, by which the Indians inhabiting lands in the province were limited in their possessions to one league square about their villages; but this regulation has not been adhered to by any of his successors. The deponent knows that the custom was, that, when a tribe of Indians settled in a village by the con-

sent of the Government, the chief fixed the boundaries; and where there were one or more neighboring villages, the respective chiefs of those villages agreed upon and fixed the boundaries between themselves; and when any tribe sold out its village, the Commandant uniformly made the conveyance according to the limits pointed out by the chief. The lands claimed by the Indians around their villages were always considered as their own, and they were always protected in the unmolested enjoyment of it by the Government, against all the world; thus always passed from one generation to another, so long as it was possessed by them as their own property. The Indians always sell their land with the consent of the Government; and if, after selling their villages and the lands around it, they should, by the permission of the Government, establish themselves elsewhere, they might again sell, having first obtained permission of the Government, and so on, as often as such permission was obtained; and no instance is known where such permission has ever been refused or withheld. These sales were passed before the Commandant of the district, and were always considered good and valid without any order from the Commandant." In the claim of Miller and Fulton, for land on Bayou Bœuff, the following is an extract from the testimony of Mr. Valentine Layssard, late Commandant under the Spanish Government for the post of Rapides. "The deponent has never known a smaller quantity than a league square of land to be assigned to any one tribe of Indians, let their numbers be what they might; and in one case, namely, the Appalachie tribe, (a small tribe,) a much larger quantity than a league square, of the first quality and situation on Red river, was assigned to them."—See Rapides Report, No. 125.

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Extract from the testimony of the same person, in the claim of Miller and Fulton, for land on Red river:

The deponent saith, "that he had been agent of Indian affairs for many years, under the Spanish Government, for the post of Rapides, spoke the language of the Indians, &c.; that, in the year 1803, the Appalachie and Tensaw tribes of Indians came to the deponent, as Indian agent, to inform him of their having sold their land to Miller and Fulton, and requested him to pass the sale; that the deponent replied to the Indians, that neither himself nor they could dispose of or convey their lands without the authority and approbation of the Governor of the province." By referring to the documents filed in the claim, it will be seen that application was made to the Governor, who gave his written permission for the chief to sell, with the consent of his nation.—See Rapides Report, No. 126.

In the claim of Patrick Morgan and Daniel Clark, for a tract of land in the county of Attakapas, which will be reported among other claims of the said county, it will be seen that a Mr. Fuselier de la Clair had purchased from Rinemo, chief of the Attakapas village, called, in French, "Lamonier," the said village, and land depending thereon, of two leagues in front, from north to south, limited on the west by the river Vermillion, and on the east by the river Teche. This sale was passed in November, 1760, when Louisiana was subject to France; and being executed before Mr. Kerlerie, then Governor of the province, is evidence that the consent of the Governor to sales passed by Indians, was, at that date, considered necessary to their validity.

About the same time that the above sale was passed, three or four other purchases were made from the Indians of Attakapas, by which a very large proportion of the land of that district, and nearly or quite all of the valuable lands on the

river Teche, were embraced. After Louisiana had changed sovereigns, and became a colony of Spain, the Count de O'Riley, the first Governor of the province under the Spanish monarchy, passed regulations or ordinances, by which no grant for land in Opelousas, Attakapas, or Natchitoches, could exceed one league square. It would seem that in some cases these regulations were intended to have a retrospective operation; for we find that Mr. De la Clair, in the year 1770, petitioned the Governor for a grant of one league front, by a league in depth, expressly admitting, in his petition, that the sale from the Indians "was not sufficient to assure to him the property of the said land." On this petition the said Governor O'Riley, on the 2d March, 1770, made what was denominated a provincial concession, ordering the surveyor to make out the limits to the petitioner, of a tract of land of one league in front by a league in depth. In like manner have the other purchases from Indians been reduced to one league square—the surplusage not having been considered as reverting to the Indians, but as making a part of the royal domain, which has been granted, from time to time, as it may have been petitioned for by other individuals.

In the claim of Stephen Lynch, (Rapides Report, No. 108,) it will be seen that Lynch purchased from the attorney in fact of the Rev. Mr. McGuire, who purchased from Indians, and is to be entitled to receive nothing in payment from the purchaser, until the sale made by the Indians to McGuire shall have been ratified by the Governor. In the same claim, a document is filed, which appears to be a transcript of a judicial investigation and decision of the conflicting claims of the said Lynch and a man named Carrigan, before Cesar Archimard, Alcade of the district, who has decided that Lynch's title is good, provided Carrigan shall not be able to produce a

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prior conveyance from McGuire or his attorney, and provided, also, that the sale from the Indians to McGuire shall be ratified by the Government.

In the claim of Joseph Gillard, (Rapides Reports, No. 57,) in passing the sale from the Indians to Collin La Cour, the Commandant of Natchitoches, before whom it was executed, Louis C. de Blanc, has inserted a condition, making it necessary that the deed should be presented to the Governor General of the province, for his approval and confirmation.

In the claim of John Lyon, for a tract of land on the bayou Que de Tortue, purchased from an Indian of the Attakapas tribe, named Celestine, the Commandant who wrote the deed of sale, and before whom it was executed, (Louis C. de Blanc) has included a provision, whereby it was made necessary to present the deed for the approbation of the Governor General of the province. In the foregoing document, strong evidence is perceived of the general understanding that the sanction of the Governor of the province, while Louisiana continued to be a Spanish colony, was necessary to the validity of all sales made by the Indians, other than those denominated Christians; and it necessarily results that titles obtained under such sales were inchoate, until that sanction was obtained. The sales by the Indians transferred the kind of right which they possessed. The ratification of the sale by the Governor must be regarded as a relinquishment of the title of the Crown in favor of the purchasers. May the Indians, on account of having been the aborigines of the country, be considered as having at all times had a right to the unappropriated or unoccupied lands? and can their sales for lands which they did not occupy, be taken as vesting in the purchaser an indefeasible title? It will be noticed, that, in the extract made from the testimony of Mr. De Blanc, there

is an assertion that the title of the Indians, especially to the lands including their villages, was considered under the Spanish Government as "the best of titles," and that this title was held sacred on account of their being the aborigines of the country. The same witness has also said, that even the villages abandoned by the Indians were afterwards regarded as their property, and subject to their disposal. The undersigned Commissioners do not perceive the orthodoxy of these assertions. If the Indian title really possessed the dignity which Mr. De Blanc has assigned to it, a formal extinction of that title by treaty or purchase by the French or Spanish Governments, ought to have preceded all grants made by either of these Governments, because there was not, perhaps, a spot of the country susceptible of settlement, which the roving natives had not at some past period occupied. It will be observed, that, in another part of his testimony, Mr. De Blanc has insinuated that this country was conquered from the Indians. The inquiries and researches of the undersigned, however, afford them no evidence of any fact which can induce them to consider the country as having been acquired by conquest; on the contrary, the Indians seem to have admitted European emigrants to usurp the sovereignty of the country without making any opposition to them; and the right thus obtained by the Crown of France, and afterwards transferred to that of Spain, has acquired force and validity by prescription; has been legitimated by the tacit acquiescence of the natives in that usurpation. If it should be asked, what evidence exists of the law of prescription operating to the extinction of the Indian title to lands in Louisiana, it might be replied, that the evidence is to be found in the various acts of the Spanish Government in relation to the Indians, evincing that the Government recognised no title in

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them independently of that derived of the Crown, a mere right of occupancy at the will of the Government; else, why was the sanction of the Government necessary to all sales passed by Indians, which may be clearly established by a recurrence to written documents, and the testimony of Messrs. Trudeau, De Blanc, and Layssard? and why was it not necessary to have such sanction of the sales made by other subjects of the Spanish Government. The force and effect of prescription in abolishing the Indian title to lands in Louisiana, is further established by the Indians permitting themselves to be removed from place to place by governmental authority; by their condescending, in some cases, to ask permission of Government to sell their lands, and, when that permission was not solicited, assenting to the insertion of a clause in the deeds of sale, expressly admitting that their sales could be of no validity without the ratification of the Governor. "There was no time fixed" (says Mr. De Blanc in another part of his evidence) in which a deed must be presented for approbation: it might be presented in one year, or an hundred years, and would always receive the sanction of the Government. Would it not be a very preposterous regulation, under any form of government, and very unlikely to have existence under a monarchical one, that should require the acts of an inferior to be submitted to a superior officer for his scrutiny and approbation, and, at the same time, deny to such superior the right of rejection? That, therefore, the Governors of the Spanish colony of Louisiana had the right not only of rejecting Indian sales, but of actually annihilating them, it is conceived will not be denied; nor is it at all probable that the Governors either would always sanction, or have always sanctioned, such sales. Let it be remembered that, in the whole extent of the western district, there are not

more than three out of the many sales made by Indians since Louisiana became a colony of Spain, which are known to have received the governmental sanction. And let it be known, also, that a sale which may have been rejected by any Governor, would not have been exhibited to the Board of Commissioners as evidence of title. Therefore, although the Board of Commissioners have no means of producing any proof of the rejection of any Indian sale, it does not follow that none have been rejected. The practice of Governor O'Riley, of reducing the quantity of land embraced by sales which had been made by Indians under the sanction of Government, when Louisiana was a colony of France, was much more arbitrary. But if it could be established that no Indian sale was ever rejected by the Spanish Government, this would only prove that none had been presented but such as were admissible; not that a case might not occur which would demand the exercise of the Governor's negative. Suppose, for example, a sale from the Opelousas Indians, at a time when that tribe had dwindled down to not more than twenty persons, which should embrace half the unoccupied land in the county of Opelousas; can it be imagined that such a sale would not have been rejected by any Governor of Louisiana? Many of the sales from the Attakapas Indians were obtained about the time of the change of Government by which Louisiana was transferred to the United States, some of them subsequent to that change, and at a time when it is known, from good information, that those Indians were reduced to one single village, the inhabitants of which were short of one hundred. In some cases, as will appear from the subjoined schedule of Indian sales, six or eight distinct tracts have been sold by the same individual Indian. Is it not probable that, if sales had been passed under circumstances such as are stated above, before the change of Govern-

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ment, in prospect of such a change, they would have been rejected? Although no time may have been prescribed within which the sales of Indians were to have been presented for ratification, the purchasers could not have been ignorant that the regulations required that they should be presented at some time for ratification, because the condition was generally expressed in the face of the deed; and, therefore, they must have known that those titles were incomplete, at all times, before the ratification. The undersigned Commissioners are of opinion that there is a wide difference between the titles of such persons as have purchased lands from Indians while such Indians were actually occupying at the date of their sales, and the titles and claims of persons who purchased from Indians not in the actual occupancy of the land at the date of their sales. Purchasers of the first description, although the deeds of transfer may not have been presented, and, of course, could not have received the governmental sanction, may be considered as having extinguished the kind of title which the Indians enjoyed; and are, therefore, in the opinion of the Commissioners, equitably entitled to so much at least of the land claimed as would be a full indemnification for the consideration paid for it. Purchasers of the second description would not, in the opinion of the Board, be entitled to any remuneration, because, it is conceived, the Indians, in such cases, were selling a thing to which they had no kind of title. The investigation of claims for lands purchased from Indians, seems to have brought into view four distinct classes; first, claims for lands purchased from Indians denominated Christians, whose sales are generally for small tracts, of such extent as an Indian and his family might be supposed capable of cultivating—passed before the proper Spanish officer, and duly filed of record; these sales are believed

to have been valid by the usages of the Spanish Government, without ratification being necessary. Secondly, For claims of lands purchased from some tribe, or chief of some tribe, of Indians, the sales of which may have been ratified by the Governor of the province. These are also considered as valid—the Indian sale transferring their right—the ratification by the Governor being regarded as a relinquishment in favor of the purchaser of the right of the Crown. Thirdly, Claims for lands purchased from Indians, of the description last mentioned, who, from the evidence adduced before the board, shall appear to have been in the actual occupancy of the land at the date of the sale, but whose deeds of sale may not have been presented for the ratification of the Governor. In this case, the Indians are considered as having transferred only the right of occupancy, which they held at the will of the Government: the title is incomplete, but the purchaser is supposed to have an equitable claim for the confirmation of his title to so much of the land claimed as would be a full indemnity for the consideration he may have paid. Fourth and lastly, Claims for lands sold by Indians of the last description, who did not occupy them at the date of their sales, and whose sales have not been ratified by any Governor of Louisiana. Such sales are considered as vesting no titles in the purchasers, (unless accompanied by some equitable circumstance in their favor,) and, in the opinion of the Board of Commissioners, ought not to be confirmed. Of this last class is the claim at present under consideration, unattended by any circumstances, known to the Board of Commissioners, which might entitle it to a confirmation.

Land Office at Opelousas, State of Louisiana, 27th January, 1826. I do hereby certify the foregoing to be a true and correct copy of the original, filed and of record in my office,

reported by the Board of Commissioners appointed for the purpose of ascertaining and adjusting titles and claims to lands in the western district of the Territory of Orleans, now State of Louisiana, in their report of claims for the county of Opelousas, on the 6th of April, 1815, to the Honorable Albert Gallatin, Secretary of the Treasury of the United States. And I do hereby further certify, that the same has been acted upon and approved by the act of Congress passed the 29th day of April, in the year 1816. Given under my hand and private seal, at my office aforesaid, the day and year aforesaid.

[SEAL.] VALENTINE KING, *Register.*

EXHIBIT No. 34, I I.

In the name of God, I, John Leslie, second son of Alexander Leslie, of Balnageith, now or late of the county of Murray, in Scotland, whereof I am a native, but for many years past a resident of St. Augustine, in the province of East Florida, a merchant, being about to undertake a voyage to Great Britain, and considering the instability of human life, do make this my last will and testament, as follows: Whereas almost the whole of my property has been and contines invested and employed in the various commercial concerns, copartnerships, and connexions, wherewith I have been or continue engaged, and which were or are under the designations and firms of Alexander & Leslie, Panton, Leslie, & Co., Charles McClutchy & Co., and Forbes, Munro, & Co., formerly or now of the provinces of East and West Florida, and of the island of New Providence, in the former of which firms my only copartner was William Alexander; and having, at all times since, held, and still holding, an equal and the same interest, share, part, and concern, whether for profit or loss, in the three latter firms, as hath been or is held by either and each of my

original and primary copartners therein, William Panton and Thomas Forbes, as will more particularly appear, together with the respective secondary shares and proportions of the business allotted the junior copartners, who have been since admitted to a participation thereof, by the books of accounts of the said copartnerships, and by the written agreements and correspondence among the three primary copartners relative to these subjects. All my property, therefore, being so afloat on the ocean of commerce as aforesaid, it seems impossible to make any particular or determinate and special dispositions in regard to an object in such a fluctuating, variable, and unsettled state. However, if, after my decease, it should appear that my property, besides the payment of all my just and lawful debts, will be sufficient for the purpose, and that my estate may be deemed worth at least two thousand pounds sterling besides, in that case, unto Elizabeth Cain, daughter of Rebecca Pengree, of East Florida, who lived with me as my wife about seven years and a half, and by whom I had three children, now all dead, but with whom, in May, 1797, I was obliged to separate, on account and by reason of some bad customs and habits she had acquired and given into, which rendered our further cohabitation intolerable and insupportable; to her, however, the said Elizabeth Cain, I give and bequeath the sum of five hundred dollars, money of Mexico, annually, and every year, while she may remain a single woman, unconnected by marriage or concubinage with any man under the proviso aforesaid, and in bar of all other settlement, pretension, or claim, by her, or by any person in her behalf, on my estate and property whatsoever.

One-half of all the rest and residue of what may be found to be my nett property and estate, I give and bequeath to my younger brothers, Alexander and Archibald, to be equally

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divided between them, their heirs and assigns, respectively; two-thirds of the other half of my nett estate I give and desire to be equally divided among my nephews and nieces, children of my sister Margaret, as not likely to be otherwise so well provided for as my other nephews and nieces, the children of my elder brother William, to whom I give the remaining one-third of the second half or division of my nett estate as aforesaid. And further, I do name and appoint my brothers, William, Alexander, and Archibald, my friends William Panton, at present at Pensacola, Thomas Forbes, of Nassau, in New Providence, and his brother John Forbes, John Forester, now of St. Augustine, in East Florida, and Don Jose Antonio Yguiner, of the same place, and one of my attorneys there, also Edwin Gairdner, of Charleston, South Carolina, merchant, to be jointly and separately executors of this my last will and testament. In witness whereof, I have hereunto subscribed my name, and affixed my seal, at Charleston, in South Carolina aforesaid, this sixth day of August, in the year of our Lord one thousand seven hundred and ninety-eight.

JOHN LESLIE. [L. S.]

Signed, sealed, and declared by the above named John Leslie to be his last will and testament, before us, who, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereof.

CHARLES DE DEAS,
AEXANDER McNEILL,
J. J. DEBESSE.

Charleston District, South Carolina, by Charles Lining, Esq. Ordinary. Personally appeared before me Charles de Deas, one of the subscribing witnesses to the foregoing instrument

of writing, and made oath upon the Holy Evangelists of Almighty God, that he saw John Leslie sign, seal, publish, pronounce, and declare the same to be and contain his last will and testament; that he was then of sound and disposing mind, memory, and understanding, to the best of deponent's knowledge and belief; and that Alexander McNeill, and J. J. Debesse, together with this deponent, signed their names as witnesses thereto, at the request of the testator, in his presence, and in the presence of each other. Given under my hand this 21st day of April, in the year of our Lord one thousand eight hundred and four, and in the 28th year of American Independence. CHS. LINING.

A true copy, taken from the original will and probate, examined by me.

CHAS. LINING.

Ordinary's Office, April 21st, 1804.

British Consul's Office, Charleston, State of South Carolina.

I do certify that the above written name of Charles Lining is the signature and handwriting of Charles Lining, Esq. Ordinary of Charleston District, in the State aforesaid, and that full faith, credit, and authority, are due to all his proceedings as such. In testimony of the truth whereof, I have hereunto set my hand, and affixed my seal of office, this eleventh day of May, one thousand eight hundred and four, and in the forty-fourth year of his Majesty's reign.

BENJAMIN MOODY, *Consul.* [L. S.]

Extracted by Farquhar and Sladen, Proctors in Doctors' Commons.

A. Charleston, 7th of August, 1798, wrote John Forester, desiring that the free mulatto boy John, alias Bille,

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may be taught to read and write, and the common rules of arithmetic, and bound apprentice to some trade, and afterwards receive about $500 on my account, to enable him to begin his business; and also that I give him, after my death, the lot and buildings in St. Augustine, where George Backurse lived, which was bequeathed me by his widow, Mary or Molly Backurse; and that this may be deemed and considered as a supplement to my will of yesterday's date.

July 16, 1804, appeared, personally, Charles Baynes, of Harcourt buildings, in the Temple, London, gentleman, and William Fry, of New Broad street, London, gentleman, and made oath that they knew and were well acquainted with John Leslie, late of Devonshire street, Bishopsgate street, London, deceased, for several years before, and to the time of his death, and have several times seen him write, and write and subscribe his name to writings, whereby they have acquired a knowledge of his manner and character of handwriting and subscription; and having now viewed the paper writing hereunto annexed, purporting to be a copy of the will of the deceased, in his own handwriting, on the back whereof the said deceased appears to have written a codicil to his said will, in the following words: "Charleston, 7th of August, 1798. Wrote John Forester, desiring that the free mulatto boy John, alias Bille, may be taught to read and write, and the common rules of arithmetic, and bound apprentice to some trade, and afterwards receive about $500 on my account, to enable him to begin his business; and also that I give him, after my death, the lot and buildings in St. Augustine where George Backurse lived, which was bequeathed me by his widow, Mary or Molly Backurse; and that this may be deemed and considered as a supplement to my will of yesterday's date;" these deponents say, that they verily, and in their

conscience, believe the whole series and contents of the said recited codicil to have been written by and with the proper hand of the said John Leslie, deceased.

CHARLES BAYNES.
WILLIAM FRY.

Same day, the said Charles Baynes and William Fry were duly sworn to the truth of this affidavit, before me.

S. B. BARNABY, *Surrogate.*

Present—GEO. SILK, *Notary Public.*

Extracted by Farquhar and Sladen, Proctors in Doctors' Commons.

John, by divine Providence, Archbishop of Canterbury, Primate of all England, and Metropolitan, do, by these presents, make known to all men, that, on the 16th day of July, in the year of our Lord one thousand eight hundred and four, at London, before the worshipful Sherrard Beaumont Barnaby, Doctor of Laws, Surrogate of the Right Honorable Sir William Wynne, Knight, Doctor of Laws, Master, Keeper, or Commissary of our Prerogative Court of Canterbury, lawfully constituted, the last will and testament, with a codicil annexed, marked A, of John Leslie, formerly of St. Augustine, in the province of East Florida, but late of Devonshire street, Bishopsgate street, London, deceased, hereunto annexed, was proved and registered, the said deceased having, whilst living, and at the time of his death, goods, chattels, or credits, in divers dioceses or jurisdictions, by reason whereof the proving and registering the said will, and the granting administration of all and singular the said goods, chattels, and credits, and also the auditing, allowing, and finally discharging the account thereof, are well known to appertain wholly and only to us, and not to any inferior Judge, and that administration

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of all and singular the goods, chattels, and credits of the said deceased, and any way concerning his will, was granted to John Forbes, one of the surviving executors named in the said will, he having been already sworn well and faithfully to administer the same, and to make a true and perfect inventory of all and singular the said goods, chattels, and credits, and to exhibit the same into the registry of our said Court on or before the last day of January next ensuing, and also to render a just and true account thereof; power reserved of making the like grant to William Leslie, Alexander Leslie, and Archibald Leslie, the brothers of the said deceased, Thomas Forbes, John Forester, Don José Antonio Yguiñer, and Edwin Gairdner, the other surviving executors named in the said will, when they or either of them shall apply for the same.

Given at the time and place above written, and in the twenty-second year of our translation. [L. S.] Sworn under ten thousand pounds.

GEO. GOSTLING,
NATH. GOSTLING,
R. C. CRESSWELL,
Deputy Registers.

This is a true copy of the original will and codicil, examined with the probate thereof, this nineteenth day of March, 1811, by us,

CHARLES DRUCE,
NASH CROSIER HILLIARD.

London, to wit: Charles Druce, of Billiter square, in the city of London, gentleman, maketh oath, and saith, that the paper writing hereto annexed, written on this and the six preceding sides of paper, contains a true copy of the last will and

testament of John Leslie, deceased, and of the codicil thereto, and of the probate act thereof, granted by the Prerogative Court of the Archbishop of Canterbury at London, to whom the granting administration thereof belongs, and whereby administration of the goods, chattels, and credits of the said John Leslie has been and is granted to John Forbes, one of the executors named in the said will, he, this deponent, having carefully examined and compared the said copy with the original probate under the seal of the Prerogative Court; and this deponent saith, that the said John Forbes is, by virtue of such will, and the administration thereof being granted to him as aforesaid, legally entitled to sue for, recover, and receive, all the estate, debts, and effects whatsoever of the said John Leslie, deceased.

CHARLES DRUCE.

Sworn at the Mansion House, London, 19th March, 1811.

J. J. SMITH, *Mayor.*

I, John Mitchell, of London, Notary Public, by royal authority, duly admitted and sworn, do hereby certify and attest unto all whom it may concern, that the signature of J. J. Smith, Mayor, set and subscribed to the jurat written at foot of the affidavit or deposition hereto annexed, is the true signature and of the proper handwriting of the Right Honorable Joshua Jonathan Smith, Esquire, Lord Mayor for the time being, and one of his Majesty's justices of the peace in and for this city of London, who, on the day of the date hereof, did administer oath according to due form of law, in the presence of me, Notary, unto Charles Druce, of Billiter square, in this said city, gentleman, the deponent in the said affidavit or deposition named, and who has signed the same, a person to me well known and worthy of credit; and, thereupon, the

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said Lord Mayor signed and subscribed the said jurat in conformity, in manner as thereby appears; whereof an act being required of me, the said Notary, I have granted this under my notarial firm and seal of office, to serve and avail when needful. Done and passed in London, this 19th day of March, in the year one thousand and eight hundred and eleven. In testimonium veritatis.

JOHN MITCHELL, *Notary Public.*

I, William Lyman, Consul of the United States of America for the port of London and its dependencies, do hereby make known and certify, unto all whom it may concern, that John Mitchell, who hath signed and sealed the foregoing act, is a Notary Public, duly admitted and sworn, residing and practising in this city; and that to all acts by him so signed and sealed, full faith and credit are and ought to be given, in judicature and thereout. Given under my hand and official seal, this 19th day of March, 1811, and of the independence of the United States the thirty-fifth.

WILLIAM LYMAN.

Consular Commercial Agency of the United States, Matanzas, April the 19th, 1824. I, Francis Adams. Consular Commercial Agent of the United States for the city of Matanzas, do hereby certify, that I have carefully examined and compared the annexed copy of the last will and testament of John Leslie, the certificate of Charles Lining, Esquire, of Charleston, to the attestation of Charles de Deas as one of the witnesses to the same certificate of the said Charles Lining, Esquire, to the truth of the copy of said will and probate, certificate of Benjamin Moodie, his Britannic Majesty's Consul in Charleston, that the said Charles Lining is Ordinary of

Charleston district aforesaid, and entitled to full faith and credit as such; supplement to said will, dated 7th August, 1798; proof of the handwriting of John Leslie, by Charles Baynes and William Fry, before S. B. Barnaby, Surrogate, and Geo. Silk, Notary Public, London, 16th July, 1804; grant by the Archbishop of Canterbury, to John Forbes, of the administration of the estate of John Leslie, certificate of and confirmation by the Lord Mayor of London of said administration to John Forbes, certificate of John Mitchell, Notary Public, to the signature of the Lord Mayor of London, and of William Lyman to that of John Mitchell as Notary Public, contained on the six preceding leaves, and that they are true copies from their several originals, this day exhibited to me. In testimony whereof, I have hereunto set my hand, and affixed my seal of office, this 19th day of April, in the year of our Lord one thousand eight hundred and twenty four, and of the independence of the United States of America the forty-eighth.

[L. S.] FRANCIS ADAMS.

In the name of God, amen. Be it known and made manifest unto all men, that I, William Panton, a British subject, residing in Pensacola, under the protection of his Majesty the King of Spain, being in mind, memory, and understanding, perfectly sound, although a little ailing in my body, and as I have an unavoidable journey to make soon to the Creek nation at this hot, sickly season of the year, and several dangerous rivers in my way, for these and other reasons, such as the precariousness of this life, and the certainty of death at last, and having ever deemed it imprudent thing for a man to put off the settlement of his affairs to a dying moment, I therefore think proper at this time, while in full possession of my senses, and but very little oppressed by a slight attack

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of the dysentery in my body, to make, publish, and declare, this my last will and testament. In the first place, I tender to Almighty God that soul or spirit it was his pleasure to create in me, humbly hoping from His mercy and the merits of my Redeemer, Jesus Christ, that it may appear acceptable in His sight. My body, after death, I order to be interred in the earth, (or water, it will make no material difference to me which,) without much pomp or ceremony, leaving, however, the management of this matter to the discretion of those friends who may be about me at my death. As I have been for many years past variously and largely connected in trade in different parts of America, therefore, before I begin to will it away, it may be as well to ascertain where my property is to be found. My executors will therefore please to be informed, that, in Carolina, I held several valuable tracts of land, and which I empowered my attorney, Edward Penman, Esquire, to dispose of, who has not as yet accounted to me for the proceeds of the sales. In Georgia, I held also various valuable tracts of land; and there is, moreover, owing to me from the inhabitants of that State large and considerable sums, being due to the partnership of Moore & Panton; but as the rebels in Georgia banished my person, and confiscated my property, because I would not join them in rebellion, and as that law is kept still in force against me, I have no reason to expect that my estate will be much benefitted by my demands on that State; nor should I ever have mentioned my claims on those people, but for the purpose of instructing my executors not to admit of any demand which the inhabitants of that State may attempt to set up against me; nor are they to admit of any claims, debts, dues, bonds, notes, or other demands, which any other inhabitant or subject of all or any of the United States of America may at-

tempt to bring forward against my estate after my death, because I consider that act of Georgia which banished my person, stripped me of my property, and turned me pennyless from amongst them, as a full discharge from any trifling sum I owed in the United States. I except, however, from this order, such debts as I shall hereafter direct my executors to pay, and also all fair demands the subjects of the United States may have against me for debts that I have contracted since the conclusion of the late war in America.

In Florida, I ought still to have a large and very valuable tract of land on the west side of the river St. John's, about seven miles from the Indian store, called Cedar Swamp; there I ought also to have belonging to me the large orange grove on the west side of lake George, and a share in several other valuable tracts of land in that colony of East Florida, but this will depend on the will of the sovereign of Spain, because, at this day, there may be objections against my claiming those lands as my right, although I have never quitted the Spanish dominions since the treaty of peace was made that yielded East Florida to Spain; and I have myself frequently received the thanks of Government for my exertions and zeal in promoting the interest of these governments, by keeping the Indians in peace and friendship, and attached to Spain. I am, therefore, of opinion that his Majesty will be graciously pleased in representation to permit the lands which I held under the Crown of Britain to be disposed of for the use and benefit of my estate.

The rest of my property consists of one half of the debt due by Panton, Leslie, & Co., of Nassau, to the late copartnership of Panton, Forbes, & Co., which, with interest calculated on it, cannot amount to less than thirteen thousand pounds sterling and upwards, from which must be deducted a debt due to Davis, Strachan, & Co., of London, by the said P., F., & Co., of about

three thousand pounds. My moiety of the residue will be about £5,000 sterling; my share of profits in the concern of Panton, Leslie, & Co., at Nassau, with the lands and negroes, &c., belonging to that copartnership, I conceive must amount to 7,000 more; my share of the profits in the concern of our house at Saint Augustine, with the property thereto belonging, cannot amount to less than 5,000 more; my share of the stock in trade of the present firms at this place, Mobile, and Apalachy, negroes, houses, &c., I estimate at the sum of 13,000 more; making, in all, the sum of thirty thousand pounds sterling. Now know ye, that it is my will, that, immediately on my demise, my executors do make an offer to my surviving copartners of the whole of my said shares, on the same terms at that which on the 31st of August last were sold out on the present concern, viz: The goods on hand to be charged 25 per cent. on the prime cost. The houses, lands, negroes, ships, schooners, boats, &c., to be taken on the same equitable terms as I myself have been governed by in valuing the property when Mr. Alexander left the copartnership, when Mr. Latchy died, and lastly, on the 31st of August last, when John Forbes and Robert Leslie succeeded and came into the copartnership. And to make the purchase as easy as possible to my surviving copartners, it is my will that they be allowed two years, to be counted from the day of my death, to pay the said purchase, provided they agree to assume the debts on the terms, and in the usual way that I have hitherto done, they paying interest for the same at the rate of 5 per cent. per annum. If my surviving copartners should decline this offer, it is my will, in that case, that my executors, hereafter named, should embrace the readiest and speediest means they possibly can devise, without prejudice of my estate, to dispose of my said lands, houses, tenements, planta-

tions, negroes, &c., and to call in my moneys, interest, shares, and profits in trade, of and belonging to me, from my surviving copartners, named Thomas Forbes and Nathaniel Munroe, in the Bahamas, in Saint Augustine John Leslie and John Forester, Robert Leslie at Apalachie, and John Forbes at Mobile. And out of my said effects it is my will that my executors do pay the following American debts: John Smith, in Charleston, four hundred and ninety-two pounds, with interest due on it, on his giving them a full discharge of all claims against me on account of a joint bond he and his copartners held of Alexander McQueen and William Panton, this being according to his agreement with me in St. Augustine, in July, 1783. I desire, also, that my executors hereafter named do pay the heirs of Philip Tyddyman my note, the amount of which I now forget; but it is for a small sum. They must also pay those small debts that I have directed Mr. Pemnan to discharge, if not already satisfied; but to no other subject of the United States are they to pay any debts, dues, or demands whatsoever, that they or any of them may attempt to set up against me or my estate, because, as I have already observed, my person was banished from the State of Georgia, and my estate confiscated, and I was turned out into the world pennyless in the year 1776; and from the passing of that iniquitous act I have held myself absolved from any debt which I owed to any of the subjects of America prior to the conclusion of the war in 1783. All other just and lawful demands that are against me, it is my will that my executors, hereafter named, do pay and discharge them as quick as they can collect money for that purpose. And after my debts are paid, I will and dispose of my effects as follows: To my truly and faithful slave Robert I give and bequeath his freedom. I also desire that my executors do sell him his wife,

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Molly, for the sum of three hundred dollars, making her and her issue his absolute property, leaving it entirely to himself either to continue her and them in a state of slavery, or to give them freedom, as she or they may merit at his hands. I also give and bequeath unto the said negro man Robert the said three hundred dollars, and likewise a further sum of three hundred pounds sterling; and I advise him to continue under the protection of either of my copartners whom he likes best, who, for my sake, will treat him well. To William Russell, formerly of Charleston, I will and bequeath the sum of one hundred pounds sterling, in lieu of a demand he pretends to have against me, although I do not think it just; yet, poor fellow! his necessities are great; therefore, if I live a few months longer, I mean to pay him the sum, and if I die before doing it, my executors, as aforesaid, must pay him the legacy. To William Alexander, of Nassau, I give and bequeath the sum of three hundred pounds sterling, in consideration of the indulgence he granted to me in the year 1778, and in testimony that I die his friend. To my very amiable friend Sarah Johnson, daughter of Dr. Lewis Johnson, who is married to Alexander Drysdale of the Bahama islands, I give and bequeath the sum of three hundred pounds sterling, to be hers, independent of her husband. To Mrs. Sarah Fish, widow of Jesse Fish, Esq. deceased, I give and bequeath an annuity during her life of forty pounds sterling per annum, which I desire my executors, hereafter named, to purchase for her. To John Booth, Lewis Christin, and Dr. Thomas Blair, I give and bequeath the sum of one hundred pounds sterling, each. To my partner, John Forbes, I give and bequeath three hundred pounds sterling, and as much to Robert Leslie. To my name son William Henry Forbes, son of Thomas Forbes, Esq., my partner in Nassau, I give and bequeath three

hundred pounds sterling. To my worthy and much esteemed friend, Lieut. Col. Henry White, of the regiment of Louisiana, I give and bequeath the sum of three hundred pounds sterling, to be paid him over and above the money of his, and interest on it, that we have in our hands. I recommend it to my copartners to pay Governor O'Neill four thousand dollars over and above the money we have in our hands belonging to him, of which I am willing that my estate should bear its proportion. To my father, John Panton, I will and bequeath the sum of one thousand pounds sterling. To the children of my deceased sister, Christin Panton, who married John Bernie, I will and bequeath the sum of one thousand pounds sterling, to be equally divided amongst them. To the children of my sister Henrietta Panton, who is wife to John Innerarity, I give and bequeath the sum of one thousand pounds sterling, to be equally divided amongst them. To the children of my sister Katherine Panton, who is married to a man named Lownsdale, I give one thousand pounds sterling, to be divided in like manner equally amongst them. To the children of my sister Magdalen Panton, who is married to John Smith, I give and bequeath one thousand pounds sterling, to be divided in the same way. To my sister Robina Panton, I give and bequeath the sum of one thousand pounds sterling to her and to her heirs. And to the children of deceased friend, John Gordon, by his second wife, Catharine Smith, viz: Adam Gordon, Elizabeth Gordon, Caroline Gordon, and Jane Gordon, I give and bequeath the sum of one thousand pounds sterling, to be equally divided amongst them. But if, from accident or misfortune, my estate is found insufficient to pay all those legacies, it is my will that the several legatees draw their respective legacies in proportion to the sums left them. But I trust that there will be a considerable overplus,

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after paying all those legacies. And the rest of my estate I order, will, and bequeath to my worthy father, John Panton, of Aberdour, in the shire of Aberdeen, who I hereby name as my residuary legatee, for him to hold and enjoy the same during his life, and, at his death, to be given by him to any five of my nephews, his grandsons, by different mothers, that he pleases.

And, lastly, I do hereby appoint my said father, John Panton, of Aberdour, in the shire of Aberdeen, Thomas Forbes, of New Providence, Esquire, John Innerarity, now in Pensacola, John Forbes, of Mobile, and Adam Gordon, of London, my true and lawful executors to this my last will and testament, hereby revoking all former wills made by me; and declaring at the same time, that, if any alteration in my state as a bachelor by marriage should happen, in that case this will is to be null and void; otherwise, to remain in full force and virtue until altered by a codicil or a new will. In witness whereof, I hereunto set my hand and seal to this my last will and testament, written by my own hand, published and declared before the subscribing witnesses, at Pensacola, the 6th June, 1793.

[L. S.] WM. PANTON.

Signed, sealed, published, and declared before us.

T. BLAIR.
LEWIS CHRISTIN.
PETER BAYNE.
J. W. BOOTH.
ROBERT WALTON.

A codicil to be added, and be part of the foregoing last will and testament of me, William Panton aforesaid, a British sub-

ject, residing in Pensacola, under the protection of his Majesty the King of Spain, which I duly made and published the sixth day of June, in the year of our Lord one thousand seven hundred and ninety-three, before five subscribing witnesses, to wit: Thomas Blair, Lewis Christin, Peter Bayne, J. W. Booth, and Robert Walton; and which I do hereby ratify and confirm in all respects, except what is altered and annulled by this present codicil, viz. the legacy to Robert Leslie, of three hundred pounds sterling, as he died at Appalachy some time ago, does not now want it, and for that reason I annul the gift, and which I hereby restore, or order my executors to restore, and consider as part of my estate; and this circumstance, I am sure, John Leslie, surviving brother of the said Robert Leslie, will excuse, as he is richer than me, and better able to provide for his poor relations than I am for mine. I give and bequeath to my worthy friend, Doctor Reeves Fowler, the sum of three hundred pounds sterling, in addition to his demand against me for his able assistance afforded me during my present severe sickness. I give and bequeath to James Innerarity, my nephew, the sum of one hundred pounds sterling, whom I hereby appoint one of my executors, giving him full and equal power to act as such with any of the others named in this will; and to this codicil, wrote with my own hand and signed with my seal, I publish and declare to be my last will and testament, with codicil annexed. Done at Pensacola the 27th day of January, in the year of our Lord one thousand eight hundred and one, say 1801.

[L. S.] WM. PANTON.

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Witnesses to the codicil: Lewis Christin, James Colman, curate of Pensacola, Francisco Antonio Dubrenel, R. A. Waterman, master schooner Shark; Theophilus Powel, witness; Edward Forrester, James Wilkins, Louis Gagnet, John Samadis.

Bahama Islands, New Providence. To all to whom these presents shall come: Know ye, that, upon the fifth day of August, one thousand eight hundred and twelve, before me, William Vesey Munnings, Esq. President and Commander in Chief in and over the said islands, Chancellor, Vice Admiral, and Ordinary of the same, personally came and appeared the Honorable Peter Edwards, of the island of New Providence, Esq., who being solemnly sworn on the Holy Evangelists of Almighty God, maketh oath that he is well acquainted with the handwriting of William Panton, late of Pensacola, in the province of West Florida, merchant, who died within the government of the Bahama islands in the year 1801, as the deponent has been informed and believes, he, this deponent, having often seen the said William Panton write and sign his name; and the deponent further saith, that he hath carefully examined the instrument of writing hereto annexed, purporting to be the will and testament of the said William Panton, deceased, as also the codicil thereunto subjoined; and that he, the deponent, verily, and in his conscience, believes the whole of the said will and codicil to be of the proper handwriting of him the said William Panton, the testator; and the deponent further saith, that he has been informed, and believes, that none of the subscribing witnesses to the said will or codicil are at present within the Bahama islands. Sworn to before me,

WM. VESEY MUNNINGS.

Bahama Islands, Register's office. I do certify that the foregoing is a true copy from the original will and codicil deposited in this office.

JOHN McCARTNEY, *Register.*

Bahama Islands. By his Honor William Vesey Munnings, Esq., President and Commander in Chief in and over the Bahama islands, Chancellor, Vice Admiral, and Ordinary of the same. To all to whom these presents shall come, greeting: Know ye, that, on the fifth day of August, which was in the year of our Lord one thousand eight hundred and twelve, the last will and testament of William Panton, late of Pensacola, in the province of West Florida, merchant, deceased, was proved, approved, and allowed of, the said deceased having whilst he lived, and at the time of his death, divers goods, rights, and credits within the islands aforesaid; by means whereof, the approbation and allowing of his testament, and the power of granting administration of all and singular the goods, rights, and credits of the said deceased to me is manifestly known to belong; and that the administration of all and singular the goods, rights, and credits of the said deceased, and his testament any manner of way concerning, was granted and committed unto John Forbes and James Innerarity, named executors in the last will and testament, being first sworn on the Holy Evangelists of Almighty God, well and faithfully to administer and make a full and perfect inventory of all and singular the goods, rights, and credits of the said deceased, and to exhibit the same into the Secretary's office of these islands, in order to be recorded, on or before the fifth day of November now next ensuing, and to make and render a just and true account, calculation, and reckoning thereof, when thereunto required. In testimony whereof, I have hereunto set my hand

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and seal, the fifth day of August, in the fifty-second year of his Majesty's reign, and in the year of our Lord 1812.

WM. VESEY MUNNINGS.

Passed the Secretary's office.

JOHN MCCARTNEY, *Secretary.*

I, Francis Adams, Consular Commercial Agent of the United States for the port of Matanzas, do hereby certify, that I have carefully examined the foregoing copies of the last will and testament of William Panton, and codicil thereto; proof of the handwriting of William Panton, by the Honorable Peter Edwards, before William Vesey Munnings, President and Commader in Chief of the Bahama islands; certificate of John McCartney, Register; letter of administration on the estate of William Panton, granted by said President to John Forbes and James Innerarity, contained on nine pages; and find them true copies of their several originals, to me this day exhibited. In testimony whereof, I have hereunto set my hand and affixed my seal of office, this 19th day of April, in the year of our Lord 1824, and of the independence of the United States the forty-eighth.

[L. S.] FRANCIS ADAMS.

New Providence. I, the Honorable Thomas Forbes, do declare this to be my last will and testament. After the payment of my just debts, I give, devise, and bequeath all my property, real and personal, in the Bahama islands, in West Florida, and elsewhere, unto my children, William Henry, John Gordon, and Mary Sophia Forbes, and to their heirs and assigns for ever, equally to be divided among them, share and share alike. I nominate and appoint my brother, John

Forbes, and my above named two sons, executors of this my last will and testament, dated 2d day of February, 1808.

THOMAS FORBES. [L. S.]

Sealed and delivered in the presence of us,

REEVES FOWLER,
JOHN A. BODE,
GEORGE H. RAMSAY.

I further direct and desire, that it may be considered as part of this my will, that the several young gentlemen now employed as clerks by me may be paid one year's salary, as a mark of my friendship for them; also, that my servants Harry, Cuffy, and Harry's wife, may be confirmed in their freedom, and also in their title to the little property held by them.

Present, T. F.

REEVES FOWLER,
JOHN A. BODE,
GEORGE H. RAMSAY.

Bahama Islands, New Providence, ss. To all to whom these presents shall come, Know ye, that upon this 18th day of April, in the year of our Lord 1808, before me Charles Cameron, Esquire, Captain General and Governor in Chief in and over the said islands, Chancellor, Vice Admiral, and Ordinary of the same, personally came and appeared John A. Bode, of the island of New Providence, gentleman, who, being solemnly sworn on the Holy Evangelists of Almighty God, maketh oath that he was present and did see the before named Thomas Forbes sign and seal the within will, and heard him publish and declare the same as and for his last will and testament: that, when the said testator so did, he was of sound and disposing mind, memory, and understanding, according to

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the best of this deponent's knowledge and discernment; and the deponent further saith, that he, together with Reeves Fowler and George H. Ramsay, in the presence of the said testator, and in the presence of each other, subscribed their names as witnesses to the due execution of the said foregoing will. Sworn to before me,

CHARLES CAMERON.

Bahama Islands, Register's Office. I do certify that the foregoing is a true copy from the original will, deposited in the office, and recorded in book A 3, pages 66, 67. December 16, 1811.

JOHN MACARTNEY, *Dep. Reg.*

I, Francis Adams Consular Commercial Agent of the United States for the port of Matanzas, do hereby certify, that I have carefully examined and compared the within copy of a document purporting to be Thomas Forbes's last will and testament, done and executed at New Providence the second day of February, 1808; also, the certificate thereon from Charles Cameron, Esquire, Captain General and Governor in Chief, and the certificate of John Macartney, as Deputy Register of the Probate Office, dated 16th December, 1811, and find the same correct copies of the several originals, this day exhibited to me. In testimony whereof, I have hereunto set my hand, and affixed my seal of office, this 19th day of April, in the year of our Lord one thousand eight hundred and twenty-four, and of the independence of the United States the forty-eighth.

[SEAL.] FRANCIS ADAMS.

EXHIBIT No. 35, J J.—ABSTRACT.

1st. Deed of conveyance from Don Carlos Reggio, attorney of John Forbes, of Matanzas, in the island of Cuba, formerly partner in the house of Panton, Leslie, & Co., and testamentary executor of each and every one of his deceased partners, to Colin Mitchel, of Havana, merchant, conveying and transferring a certain tract of land, situate in the province of West Florida, which was ceded to the house of Panton, Leslie, & Co. by the Seminole Indians, on the 25th May and 22d August, 1804, and which cession was approved and confirmed by the Governor of West Florida on the 3d December, 1806, and the 5th June, 1811, saving and excepting one 15th part belonging to John and James Innerarity, the island in the Appalachicola river, called "Forbes's island;" also, certain other tracts sold at different times as follows: to James Coleman, 924 English acres, 5,000 English acres to F. G. de Arroyo, 3,700 English acres to Don M. de Villiers, 1,300 English acres sold to A. Guillemard, 640 acres to Edmund Doyle, and same quantity to William Hambly, 400 acres to George McPherson, 976 acres to F. Gutierrez de Arroyo by deed dated of May, 1813, for the consideration of 111,676 dollars, two rials of silver, executed at Pensacola the 29th May, 1819, signed by Carlos Reggio, Octavius Mitchel, attorney of Colin Mitchel, before Jose Callava, Domingo Sousa, Thomas Posse de Risboo.

2d. Deed of conveyance from John Innerarity, merchant, of Pensacola, to Don Colin Mitchel, of Havana, of one undivided thirtieth part (which he possesses by inheritance from his uncle, Don William Panton) of a tract of land ceded by the Seminole Indians to the house of Panton, Leslie, & Co. on the 25th May and 22d August, 1804, which is situated in the province of West Florida, &c., for the consideration of ten

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thousand dollars, and executed in Pensacola the 29th May, 1819, signed John Innerarity. I accept this sale: Octavius Mitchel, the attorney of Colin Mitchel, in the presence of witnesses.

3d. Deed of conveyance from John Innerarity, attorney of his brother, James Innerarity, to Colin Mitchel, of Havana, of one undivided thirtieth part (which he possesses by inheritance from his uncle, Don William Panton) of a tract of land ceded by the Seminole Indians to the house of Panton, Leslie, & Co., on the 25th May and 22d of August, 1804, which is situated in the province of West Florida, for the consideration of eight thousand two hundred dollars: executed in Pensacola, the 4th August, 1819.

4th. Deed of conveyance from Octavius Mitchel, agent and attorney of his brother, Don Colin Mitchel, to John Innerarity, of a tract of land in the province of West Florida, which was sold in the whole by the Seminole Indians to the house of Panton, Leslie, & Co., on the 25th of May and 22d of August, of the year 1804, the cession being approved and confirmed by their Government on the 3d December, 1806, and 15th June, 1811, with the exception of Forbes's island, in the Appalachicola river, and 12,300 acres previously sold in parcels to different individuals, for the consideration of $111,666 and two rials of silver: executed in Pensacola on the 7th day of September, 1820.

5th. Deed of conveyance from John Innerarity, merchant, of Pensacola, to Don Octavius Mitchel, for the tract of land above described, for the consideration of $111,666 and two rials of silver: executed in Pensacola the 9th day of September, 1820.

6th. Deed of conveyance from John Innerarity to Colin Mitchel, of Havana, (duplicate of abstract No. 2.)

EXHIBIT No. 36, K K.—TRANSLATION.

Don Francisco Hurtado de Mendoza, of the Council of his Majesty, Secretary, with exercise of our lord the King, knight of the royal and distinguished Spanish order of Charles the Third, and official archivist of the first Department of State. I certify, that, in the archives under my charge, there is an agreement, treaty, and pacification, concluded by the Spanish nation with the Tallapoose Indians, in the place of Pensacola, capital of West Florida, on the 31st of May and 1st of June, 1784, among the articles of which there is one marked No. 13, which is as follows: "As the generous intention of his Majesty is not to exact from the Indian nations any lands to form establishments to the injury of the property of those who enjoy them, we offer at once in his royal name, well knowing his paternal love towards his beloved nations, the security and warranty of those which they actually hold, according to the right of legitimacy with which they possess them, provided they remained comprised within the line and limits of his Catholic Majesty our sovereign. And in order better to show the extent of his royal clemency, if the Tallapoose were, by any war or other accident, ejected from their lands by exercises of the Crown, other lands equivalent will be given to them, that are vacant, for their establishment, without other return or retribution than that of their constant fidelity."

And, therefore, at the solicitation of Don Josef Michael Simpson, and by order of the most excellent Provisory First Secretary of State, I give the present. Madrid, 16th of February, 1827.

[L. S.] FRANCISCO HURTADO DE MENDOZA.

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Don Manuel Gonzalez Salmon Gomez de Silva, Knight of the royal and distinguished order of Charles Third, officer of the legion of honor of France, of the order of St. Ann of 2d class in diamonds of Russia, of the Council of State, Notary of the kingdoms, Provisory First Secretary of State and of the universal despatches, and as such Superintendent General of the mail and posts of Spain and the Indies, and of the other annexed departments, &c. &c. &c.

I certify that the above signature is that of Don Francisco Hurtado de Mendoza, official archivist of the First Department of State, at my charge, as he entitles himself. Madrid, 16th of February, 1827.

MANUEL GONZALEZ SALMON. [L. S.]

A true translation of the annexed Spanish document.

ACHILLE MURAT.

Legation of the United States of America near his Catholic Majesty, Madrid, April 21st, 1827. I certify the above to be the signature of Don Manuel Gonzalez Salmon, Principal Secretary of State. By the minister.

A. H. EVERETT. [L. S.]

EXHIBIT No. 37, L L.—TRANSLATION.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signatures of Don Lorenzo Jose de Noriega, ship captain of the royal navy, and Secretary of the Captaincy General of this island, which gives authority to the two annexed documents, are of his handwriting, and the same which he habitually uses in all his writings, and to which full faith and credit are to be given. In testimony whereof, I have given the present, sealed with my coat of arms, and signed with my hand, this 10th day of September, 1828.

FRANCISCO DIONISIO VIVES. [L. S.]

Don Lorenzo Jose de Noriega, ship captain in the royal navy, and Secretary of the Captaincy General of the island of Cuba. I certify that in the archives of the office under my charge, there is a royal order of the following tenor:

"Secretary of War, most excellent sir: I have acquainted the King with the request of the Brigadier Don Vincente Folch, soliciting his advancement to Marshal of Camp, and his Majesty was pleased to determine that he is very much pleased with his services, and that he will remember them in proper time. I, by a royal order, communicate this to your Excellency, for your intelligence and that of the said chief, and in answer to his letter, No. 112. God preserve your Excellency many years. Madrid, 17th of December, 1821.

"SALVADOR.

"*To the Captain General of the island of Cuba.*"

This certification I give in virtue of a disposition of the most excellent President, Governor, and Captain General. Havana, the 4th day of September, 1828.

LORENZO JOSE DE NORIEGA.

Don Jose Noriega, ship captain in the royal navy, and Secretary of the Captaincy General of the island of Cuba. I certify, that, in the archives of the office under my charge, there is a royal order of the following tenor:

"In consequence of what the Prince of the Peace communicated to me, recommending the credit acquired by Don Vincente Folch, Captain of the regiment of Louisiana, in reconnoitring the bay of Tampa, and of what your Excellency says on the same subject, and of the other services lately rendered by the same officer in the last war, in a letter of the 9th of April last, No. 488, the King was pleased to give him the rank of Lieutenant Colonel of infantry, and the civil and mili-

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tary command of Pensacola, which is vacant by the promotion of Colonel Don Henry White, with the three thousand dollars of annual salary which is annexed to this office. The whole of which I communicate to your Excellency by royal order, for your knowledge and respective execution. God preserve your Excellency many years. San Ildefonso, 21st December, 1795.

"ALAUGE.

"*To the Captain General of the Louisianas and Florida.*"

I give this certified copy in virtue of a disposition of the most Excellent President, Governor, and Captain General, in the city of Havana, this 4th day of September, 1828.

LORENZO JOSE DE NORIEGA.

A true translation of the annexed Spanish document.

ACHILLE MURAT.

EXHIBIT No. 38, M M.—ABSTRACT.

Deed of sale from Don James Colman, Priest, &c. to Don Colin Mitchel, merchant of Havana, of two certain tracts of land in that part of the country called Pantonia, depending from this province of West Florida, on the west shore of the Wachulla, marked No. 2 and 3 in the books and plats of the surveys made in that part of the country, and which we have in our possession; the first containing 519 English acres, and the second 478 arpents, for the consideration of eight hundred and eighteen dollars and two rials of silver. Executed in Pensacola, the 3d June, 1819.

EXHIBIT No. 39, N N.—ABSTRACT.

Deed of sale from Don Francisco Gutierrez de Arroyo, Secretary of the Intendancy for the province of West Florida,

residing in the city of Havana, to Don Colin Mitchel, merchant of said city, for two tracts of land in that part of the country called Pantonia, depending from the said province, and situated on the western shore of the Wachulla river, and marked No. 4 and 5 in the books and plats of the subdivisions made in that part of the country; No. 4 containing 460 English acres, or 552 arpents; No. 5 containing 316 English acres, or 374 arpents, for the consideration of two thousand dollars. Executed in Havana on the 28th June, 1819.

EXHIBIT No. 40, O O.—ABSTRACT.

1st. Deed of sale from Don John Innerarity, merchant of Pensacola, &c. to Edmund Doyle, of Appalachicola, for a tract of land situated on the Appalachicola river, containing 640 English acres, for the consideration of 320 dollars. Executed in Pensacola, 17th August, 1817.

2d. Deed of sale from Edmund Doyle to John de la Rua, merchant, &c., for the same tract as conveyed above to the said Edmund Doyle by John Innerarity, for the consideration of two thousand dollars. Executed the 27th June, 1818.

3d. Deed of sale from John de la Rua, merchant of Pensacola, to Colin Mitchel, merchant of Havana, for the same tract of land conveyed above by Edmund Doyle to the said John de la Rua, for the consideration of two thousand dollars. Executed in Pensacola on the 7th of November, 1819.

Exhibit No. 42.

An account of the losses sustained by Panton, Leslie, & Co., of Pensacola, on their insurances since the commencement of the present war between France and Great Britain, by the rise of premiums and captures.

Date.	Sums insured.	Articles.	Vessels' names.	Voyage.	Premium since the war.	Premium before the war.	Difference of premium against us.	Amount of the difference of premium.
1793	£							
July	325	Goods	Santa Maria	Nassau to Pensacola	8 gs.	3 gs	5 gs.	£17 1 3
September	11,170	Do	Esdaile	London to Pensacola	12	£3½	£9 2	1,016 9 4
November	1,640	Do	Brig Despatch	Havana to Pensacola	5	1½ gs.	3½ gs.	60 5 4
September	2,000	Ship	Esdaile	London to Pensacola	12	£3½	£9 2	182
1794								
February	730	Goods	Santa Maria	Nassau to Pensacola	8	3 gs.	5 gs.	38 6 6
Do	630	Do	Sheerwater	London to Nassau, thence to Pensac.	15	£3½	£11 10	72 9
July	-	-	Grenada Packet	Pensacola to London—captured, lost	-	-	-	3,602 9
Do	14 698	Skins	Esdaile	Pensacola to London	8	4 gs.	4 gs	617 6 3
Do	3,000	Ship & frght.	Do	Pensacola to London	8	4	4	126
September	4,600	Goods	Do	London to Pensacola	15	£3½	£12 5	563 10
November	1,475	Do	Sheerwater	Havana to Pensacola	5	1½ gs.	3½ gs.	54 4
Do	5,680	Do	Minerva	London to Pensacola	15	£3½	£12¼	695 16
Do	707	Do	Shark	Nassau to Pensacola	8	3 gs.	5 gs.	37 2 3
February	180	Do	Sheerwater	Nassau to Pensacola	8	3	5	9 9
December	675	Tar, &c.	Do	Mobile to Havana	5	1½	3½	24 16
Do	268	Goods	Reyna Louisa	Nassau to Pensacola	8	3	5	14 1 4
Do	1,125	Do	Hopewell	Pensacola to Philadelphia	6	3½	2½	29 11 7

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Exhibit No. 42—Continued.

Date.	Sums insured.	Articles.	Vessels' names.	Voyage.	Premium since the war.	Premium before the war.	Difference of premium against us.	Amount of the difference of premium.
1794	£							
December	725	Goods	Hopewell	Charleston to Pensacola	8 gs.	3 gs.	5 gs.	£ 38 1 2
1795								
February	400	Ship	Sheerwater	Nov. 21, 1794, to May 21, 1795	12	6	6	25 4
April	3,675	Goods	Mary	Virginia to Nassau and Pensacola	16	4	12	463 1
Do	10,585	Skins	Ann and Mary	Pensacola to Philada. and London	25	4	21	2,3 3 19 9
Do	350	Goods	Shark	Nassau to Pensacola	18	3	15	55 2 6
Do	956	Do	Do	Charleston to Nassau and Pensacola	25	4	21	210 15 11
Do	875	Do	Sheerwater	Havana to Pensacola	5	1½	3½	32 3 2
Do	3,700	Do	Rambler	London to Nassau, thence to Pensac.	26	5	21	815 17
June	1,250	Do	Mary	Nassau to Pensacola	7	3	4	52 10
August	2,800	Do	Esdaile	Pensacola to Yucatan	5	2	3	88 4
Do	345	Do	Shark	Nassau to Pensacola	10	3	7	25 7
Do	20,745	Skins	Minerva	Pensacola to London	25	4	21	4,574 6
Do	12,239	Goods	Do	London to Pensacola	15	£3½	£12¼	1,499 8
Do	1,000	Freight	Do	Pensacola to London	25	4 gs.	21 gs.	220 10
Do	2,000	Ship	Do	London to Pensacola	15	£3½	£12¼	245
September	2,760	Goods	Sheerwater	Pensa. to Philada. thence to London	25	4 gs.	21 gs.	608 11 6
October	245	Do	Rambler	Pensacola to Nassau	16	3	13	33 9
Do	540	Do	Esdaile	Yucatan to Pensacola	5	2	3	48 10
Do	2,500	Ship & frght.	Do	Pensacola to Yucatan and back	10	4	6	157 10
November	1,495	Skins	Shark	Do. to Charleston, thence to London	25	4	21	329 13
December	23,200	Goods	Catharine	London to Pensacola	18	£3½	£15 8	3,572 16
1796								
January	24,970	Skins	Esdaile	Pensacola to London	25	4 gs.	21 gs.	5,505 17 8

Do	3,000	Ship & frght.	Esdaile -	Pensacola to London - -	25	4	21 gs.	661	10
February	12,185	Skins -	Minerva -	Pensacola to London - -	25	4	21	2,686	15 10
Do	3,000	Ship & frght.	Do - -	Pensacola to London - -	25	4	21	661	10
March	1,345	Goods	Hope - -	Havana to Pensacola - -	5	1½	3½	49	8 7
July	220	Do -	Shark - -	Nassau to Pensacola - -	18	3	15	34	13
August	290	Do -	Hope - -	Nassau to Pensacola - -	18	3	15	45	13 6
September	5,740	Do -	Mary - -	London to Pensacola, via Philada. -	18	£3½	£15 8	883	19 3
Do	915	Do -	Sheerwater -	Pensacola to Jamaica - -	20	4 gs.	16	153	14 5
October	860	Do -	Do - -	Jamaica to Providence and Pensacola	20	4	16	144	9 6
Do	125	Do -	Do - -	Nassau to Pensacola - -	18	3	15	19	13 9
Do	1,165	Do -	Hope - -	Havana to Pensacola - -	5	1½	3½	42	16 3
Do	265	Do -	Shark - -	Pensacola to Nassau - -	18	3	15	41	16 3
1797									
February	2,950	Skins -	Sheerwater -	Va. to London, via Charleston -	25	4	21	650	9 6
April	1,555	Do -	Shark - -	Do. do do - -	25	4	21	342	17 6
May	3,000	Do -	Sheerwater -	Do. do do - -	25	4	21	661	10
Do	882	Goods -	Shark - -	Do. to New York - -	20	4	16	138	2
Do	20,000	Imports sent into St. Augustine for the Indian trade - - -			14	3½	10½	2,105	
Do	20,000	Exports of skins from do - - - - - -			18	3½	14½	3,045	
Loss of the Aurora, Capt. Dickie, from Nassau to St. Augustine, with a cargo of Indian goods, taken by the Sans Pareil -								4,443	19 6
Loss of 40 barriques of wine, per Kreps, schooner, from New Orleans to Pensacola, captured, at 30 drs. per br. - -								270	
								45,179	12 4

LESS.

1795, Sept.	£ 8,934 2 6	Return for convoy per Minerva - - - -	at £7, -	£ 625 8 9	
1796,	23,200 0 0	Return for convoy per Catharine - - - -	at 9, -	2,088 0 0	
1793, Sept.	16,060 0 0	Return for convoy per Esdaile - - - -	at 5, -	803 0 0	
	830 0 0	Return for convoy per Minerva - - - -	at 3, -	24 18 0	
					3,541 6 9
					41,638 5 7

PENSACOLA, *July* 24, 1797. £ 41,638 5 7 - Dollars at 4s. 6d. $185,059

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We certify that the above account, dated Pensacola, July 24, 1797, was taken from a box containing sundry papers relating to the concerns of the late firms of Panton, Leslie, & Co., and John Forbes & Co., Matanzas, July 21, 1825.

FRANCIS P. SANCHEZ.
A. WORTHINGTON.

Consular Commercial Agency of the United States of America, Matanzas. I certify that the facts set forth in the certificate endorsed on the paper writing hereto annexed, signed by Francis P. Sanchez and Asa Worthington, merchants, are to my knowledge just and true, and deserving full faith and credit. In testimony whereof, I have subscribed my name, and affixed my seal of office, this 23d day of July, 1825.

LEWIS SHOEMAKER, *C. C. A. U. S. A.* [L. S.]

EXHIBIT No. 43.

Pensacola, August 12, 1797. Much esteemed Sir: On the 22d day of last month we received your kind letter, dated the 25th February, and we were sorry to learn that your old disorder, the gout, still continued to plague you; but we hope the mild season which succeeded the last severe winter has restored you to good health, and which we wish you may long enjoy. Your attention to our request, notwithstanding your illness, is a sure sign of a friendly disposition, and you must accept our thanks for the trouble you and your friend took about our memorial of 2d of May, 1794; and be persuaded that we will not be unmindful of the obligation. The important events which have taken place in Europe and other parts of the world must necessarily have engrossed the attention of the Spanish Court, and left to the Ministers little time to expend on objects of less magnitude; and we are will-

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ing to believe that these affairs, joined with the negotiations which were carrying on, soon after the arrival of our memorial, betwixt the courts of Madrid and Philadelphia, has been the cause that we are yet without an answer; and now the circumstances of these provinces is so much altered by the treaty of friendship, limits, and navigation between his Majesty and the United States, which leaves the Indians within the limits of the States, that we suspect the object which our memorial embraces will be considered by the court as no longer tenable, and of course our future services can be dispensed with, and our former proposals will fall to the ground. It has proved most injurious to our interest that a decision has been so long delayed, or that we suffered ourselves to be allured by the Governor and Intendant General of these provinces, who gave us encouragement, from year to year and from day to day, to expect a favorable answer; and, as we knew it to be consistent with the real interest of the colonies that such should be given, we were too much of their opinion to discredit their assurances, or to disbelieve them, when they persuaded us that in case our proposals were at last rejected, compensation would follow the necessary sacrifices which were unavoidable. In the mean time, in order to keep the Indians depending on the Government for supplies, until his Majesty finally decided on the merits of our pretensions, for these reasons, we have continued throughout the whole period of the war to undersell the American merchants; and although their agents were aided by the purse of the Union, and entirely free from the war premium of insurance, and other great losses by capture at sea, which we were subjected to, yet, notwithstanding that advantage, they have as yet made but little progress in acquiring the object they have long sought and contended for, viz: the trade of the Indians, and the influence that ever will follow it.

It is now upwards of three years since our memorial was transmitted by the Baron, without our being favored with an answer; and as our fortunes are greatly reduced by this struggle, without any apparent disposition, on the part of the court, to step forward to our aid in the manner we solicited, it therefore behooved us to stop short of absolute ruin, and we have accordingly resigned the business into the King's hands, as you will see by the duplicate of our memorial of the 20th June, which, indeed, ought to have borne date the first. The Baron de Carondelet has forwarded it to the Prince of Peace, and to whom he has represented our case in so just a manner, that, if ever we suspected him of being unfriendly to our interest, we have, by this and other late acts of his goodness, received ample demonstration to the contrary, and he now parts from us with our regrets. He is appointed Governor of Quito, one of the dependencies in the viceroyship of Peru. He still continues of his former opinion, that his Majesty, ever faithful to his engagements, whether made in Europe or abroad, by officers who represent his royal person, must compensate our losses during the war; and indeed we claim this as our due. If it had not been for us, who kept the Indians from joining with the American banditti, who took commissions from the French Minister, Genet, there was nothing to have hindered them from appearing at the gates of St. Augustine and Pensacola; and if the French party at Kentucky had been sure of not being opposed by the Indian tribes, the fate of the provinces would have been decided long enough before peace was made with France. During twelve years that we have been here, peace with the savages has been preserved, and their depredations restrained, more owing to our exertions and to the moderate, fair trade that we allowed them, than to any other means; while, during the greatest part of that time,

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the frontier of America has been deluged with blood. Considerations like these entitle us to justice, if not to reward. We annex to our memorial a statement of our losses at sea by capture, and by additional premium of insurance, which we had to pay throughout the whole of it, while we could not increase one farthing on the price of our goods to the Indians, whom we supplied on the same moderate terms as before, or allow less for our returns; and having stated our case with truth, we submit the matter to the consideration of his Majesty, who will determine on what appears to his royal mind equitable and right. As you will see from these papers that we are dissatisfied with our Intendant interim, Don Juan Ventura Morales, it may not be improper that you may be furnished with our reasons for such disgust, in order that you may be prepared to satisfy any questions that may be asked you on that point; and the first reason occurred very shortly after Mr. Rendon left the Intendancy, on the publication of the treaty with America. He attempted to destroy our privileges by giving in a representation to his Excellency the Baron de Carondelet, stating that the said treaty, as it destroyed our exclusive right to trade, we ought to be subjected to pay duties. Secondly: When war was declared against England, he justified the detention of our express boat, which we wished to despatch to North America, on purpose to procure neutral shipping to carry off our skins, although he and every person in the colony knows that the winter is the only season in which skins can be shipped with safety, as in hot weather they are liable to be damaged by the worms; and by means of Don Gabriel Martin Pizarro, whose conduct was so much approved by the Intendant, our despatches were kept back from the 13th January to the 15th February. In the third place, he was grievously offended on the arrival of the American

small ship named the Julius Pringle, who arrived a few days sooner than he thought she ought, being the 21st March, and even threatened to seize her or to send her back, because, as he said, we had anticipated his orders. By the Julius Pringle, we received advice that other vessels would immediately follow; and as the hot season was already set in, we solicited, nay, prayed, that he would follow the example of his antecessors, and allow our vessels to be sent off as soon as they could be loaded, as our ruin would be the consequence of detaining them a month, waiting until he had advice of their arrival, and for leave to return; but to those supplications he returned a pointed negative. The schooner Dolly, and the brig William, arrived from Charleston the 8th and 9th of April; and although we could have sent them away in six days at farthest, we were forced to wait until an express went to New Orleans with fresh solicitations; and it was the 8th of May, in consequence of those detentions, before we could get the passports to send our vessels to sea. The injury we shall receive, in consequence of these detensions, by the worms, it is impossible for us to state, until we hear of the condition in which they arrive in Europe; but judging from experience, we shall think ourselves well off if our loss does not exceed twenty thousand dollars. Although the King ordered us to take the sugar, taffia, and coffee from the Havana, Mr. Morales refused to permit our vessels to go there for these necessary articles, unless we manned them wholly with Spaniards or Americans, which operated as a prohibition, as full crews of either could not be had in this sequestered place. He prohibited our sending boards, pitch, tar, corn, or any of the fruits of the colony, to buy taffia and sugar at the Havana, without first paying a per centage to the King. All which are innovations from the rule of conduct observed by his antecessors, and many of them directly contrary

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to the King's orders of 23d March, 1789, and 25th Jan. 1790. We forbear to mention other things of inferior magnitude, although offensive, such as ordering us not to address him in English, although he knows we cannot do it in Spanish, and although he knows that his antecessors indulged us in the former. His keeping our young gentleman, Mr. John McQueen, a youth of good family and superior education, whom we sent to New Orleans to solicit his passports, waiting at his door as a mendicant from day to day, and from week to week, and huffishly told him that he was troublesome, &c. &c.,—mere insolence of office, which we never experienced from a Miro, a Baron de Carondelet, or a Rendon. Now, sir, we have mentioned to you all that we at present think material. From the pressing manner in which the Baron has wrote the Prince of Peace, we are in hopes that a decision will take place immediately; but, if delayed, we have to request you to wait on to that noble person, and solicit an answer. If his Majesty is pleased to grant the prayer of our petition, we shall retire from his dominions satisfied, although much poorer than we entered them, and with constitutions worn out. If he orders us any sum in lieu of our losses, we shall receive the boon with gratitude; and it is not for us to dictate the extent of his bounty, or the means of rewarding us. We beg your attention to this matter, and that you will do us the kindness to let us hear from you on receipt of this. Pray inform us if Mr. Duff remains at Cadiz, as it is through him that we must reimburse you for the trouble and expense of this solicitation, and remain, in the mean time, dear sir, your most obedient servants.

EXHIBIT No. 44.—TRANSLATION.

Of the representation which in your letter of the 5th of September last, you announce to have made me in triplicate,

I have received only the principal one, which I shall send to the Court, always that you must not receive in a grant of lands the compensation which you solicit, and in due time I will advise you of the results. God preserve you many years. New Orleans, 22d October, 1803.

MANUEL DE SALCEDO.

I certify the above to be a true and faithful translation of the original, on file in court.

E. R. GIBSON.

EXHIBIT No. 45.—TRANSLATION.

Most Excellent Sir: In my despatch of 16th June last, I reminded your Excellency that I was endeavoring, by the necessary information, to give you the information you required in regard to the memorial and project presented by Don Christobal Gios, soliciting to settle a part of the southern coast of this province; which information is as follows:

Don Christobal Gios, a native of New Orleans, asks of the King a concession of land situated on the west coast of this province, from the 29th degree of latitude 24 degrees 54 minutes, with the extent of fifteen leagues into the interior from the coast. This territory contains, by the most moderate calculation, six millions and a half of acres, English measurement, used in this province.

First. The project begins by bringing to the notice of Government, that on the said coast there are three ports, Espiritu Santo, Carlota, and St. Carlos; that they can serve as points of defence and concentration against any hostile attempts, if they were settled and fortified—a truth which requires no demonstration.

Second. The project next insinuates that it will be equally advantageous to the province to civilize the Indians in that

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vicinity, and to open a public road from the bay of Espiritu Santo to Florida, as there is no communication between these points.

Third. The project concludes with the undeniable truth, that it will be equally advantageous to the province and the royal treasury, to encourage agriculture and procure useful animals, fish, wood, and naval stores which would be produced by this establishment, &c.

I have understood that in the Captaincy General there ought to exist the information given by El Señor Don Vincente Folch, in the year 179–, in regard to these three ports to which the petitioner refers, the said officer having been commissioned by his Excellency Don Luis de las Casas, by order of the King, to procure plans of the said coast, and to examine, particularly, the places convenient for establishments, so that nothing could be added to the said information, and that given to your Excellency by El Señor, the deceased, Don Enrique White, the 3d November, 1809, letter No. 1,206, in consequence of an equal solicitation made by Don Ricardo Raynal Keene. That this civilization of the Indians on these frontiers would be beneficial to the province, is a truth which it is not necessary to prove; but as Don Christobal Gios does not state the means which he ought to use to prosecute so laudable an object, it seems excusable to discuss this point; nevertheless, he could not do less than to represent to your Excellency that this Government has never lost sight of the object of which he treats.

Man, in savage state, approximates slowly and by short steps to civilization, and, as far as he could observe or information he has taken, these Indians will see themselves obliged, in a short time, to devote themselves entirely to the herding of cattle, and the cultivation of the lands, by the scarcity they will

experience in his hospitals; it is already proved in this place how much fresh beef is consumed, and many Indians have upwards of 1,000 head of cattle. The savage who from a beggar passed to a grazier or laborer, has frequently the most arduous step towards civilization; and if it were not for the necessity in which the nation is placed to fight for its existence against the tyranny of Europe, and consequently incapable of withdrawing from its defence the necessary funds for a project of this nature, it would be easy for me to demonstrate to your Excellency that the only mode of accelerating the civilization of the colored people would be to dispense to them, as heretofore, an equitable commerce, providing them, from time to time, with the laboring implements which they require, and, above all, to designate for residence among them a comisaria (agent) of Indians, as is done by the United States, who, with intelligence, may instruct them, and with the tillage of the ground afford them an example. More on this subject is reserved for a more favorable opportunity.

What Don Christobal Gios says in the third paragraph is undeniable, but * * * * * the means by which he proposes to execute a project so vast as the settling of so extensive a country. The east coast of this province, with * * * * with what facilities can be imagined for a large population, is yet three-fourths of it unpopulated. Here lands are given gratis, and the fee simple to them after ten years' uninterrupted cultivation, and much or the greater part of the subjects and strangers already established, or * * * not to suffer the said period of ten years, (providentially taken by this Government,) with the * * * from the day the advantages of absolute control, to use at their pleasure, governing themselves by the royal dispositions,

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all as represented to your Excellency fully in my communication made the 19th June, ultimo, letter No. 26. Here the new settler introduces himself with all his effects free from duties, and also meets with facilities such as cannot be afforded by Don Christobal Gios; so that, if there be any subjects of his Majesty desirous of emigrating to America, here they will meet with lands as fertile as those of Espiritu Santa, and a government already established, capable of assisting and protecting them. But the greatest hindrance to the project of Don Christobal Gios is yet to be shown, and it is this, that the lands sought to be ceded are not royal lands; they are the property of the Indians, who watch closely whatever usurpation is made of them, and however trifling it may be. The preservation of their land is one of the bases of our friendship with them, and in all the talks held by the Governors of this province, there have always been promised to them the same treatment and privileges which were given them by the British Government. This governed the territory like a sovereign, but left to the Indians the property of the soil, except those places which it had acquired of —— by purchase, or by solemn treaty made with the chiefs.

The United States follow the same principle with the Indians which they found under their dominion, and I am certain that, in the two Floridas, the same rule has been religiously observed, not permitting any white man shall buy lands of the Indians without the intervention of Government to prevent frauds, and strictly prohibit that no one shall establish himself in the territory recognised as theirs.

In virtue of this, it would appear, that, unless Don Christobal Gios obliges himself to buy from the Indians the territory which he seeks, and that he effects the said purchase with the knowledge and in the presence of this Government, and

Interpreters named by it, that his project will direct itself well to compromise the tranquillity of this province, and therefore ought to be put to perpetual silence.

God preserve your Excellency many years. St. Augustine of Florida, 29th July, 1811.

JUAN JOSE DE ESTRADA.

Ex'mo Señor Marquis de Someruelos.

The following certificate is attached to Exhibit No. 45.

I, Antonio Alvarez, Keeper of the Public Archives, residing at St. Augustine, Florida, do hereby certify, the foregoing to be a true and correct copy of a document in my office. Witness my hand and seal of office, at St. Augustine, aforesaid, this fifteenth day of July, A. D. one thousand eight hundred and twenty-nine.

[L. S.] ANTONIO ALVAREZ, *Keeper of the P. A.*

And at another day, to wit: on the 20th day of June, in the year 1829, came James G. Ringgold, District Attorney of the United States for the middle district of Florida, and filed in the Clerk's office of said court his answer to the petition of the petitioners in the cause; which said answer is in the words and figures following, to wit:

ANSWER.

To the Honorable the Judge of the Superior Court for the middle district of Florida, sitting in chancery.

The answer of James G. Ringgold, District Attorney of the United States, to the petition of Colin Mitchel and others against the United States.

This respondent, saving and reserving to himself, in behalf of the United States, now and at all times hereafter, all manner of benefit and advantage of exception to the manifold errors, uncertainties, imperfections, and insufficiencies, in the said petition contained, for answer thereto, or unto so much, or

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unto such parts thereof as he is advised to make, answereth and saith, that the said petitioners, it is true, claim of the United States, under and by virtue of a treaty made and concluded between the United States and his Catholic Majesty, a portion of the public domain now in the possession of the United States.

And the said attorney further answers and saith in this behalf, it is true, as set forth in the said petition, that certain commissioners were authorized to decide upon certain claims under the act of Congress "for the settlement of private land claims, and for the confirmation thereof." That the said commissioners were authorized and instructed to report, and not to decide, upon large claims; that the said commissioners, in pursuance to the acts of Congress, did report to the Secretary of the Treasury a claim presented to the said commissioners in behalf of a certain John Forbes & Co., and that the Secretary of the Treasury, in conformity to the acts of Congress, reported the proceedings of said commissioners to Congress; but this respondent denies that the documents presented to the said commissioners and by them reported, were, by the said report, "admitted to be genuine." In the language of the commissioners they say, (after stating their objections to the respective claims, situated, as these petitioners pretend, on the east and west sides of the river Appalachicola,) with these facts before them, and by a reference to our general report upon large claims, (which report this respondent avers is opposed to the claim of these petitioners,) Congress will be enabled to decide upon the validity of these titles.

And this respondent further saith in this behalf, the Congress of the United States did not confirm or adopt the report of said commissioners in reference to the claim of these petitioners; on the contrary, Congress acted within the pale of its

dispensing powers incident to all Governments, and, without intending to impair the rights of the United States, acquired by a solemn treaty, have referred all claims not annulled by the treaty of the 22d February, 1819, nor by the decree of the King of Spain ratifying the same, and not reported by the said commissioners as either antedated or forged, to the judiciary, to abide its decisions. And this respondent further answereth and saith, believing that the United States have now a right to say what Spain could have said, it is not true that these petitioners have a just and equitable claim upon the Spanish Government, growing out of various robberies, losses, and accidents, alleged to have been sustained by certain mercantile houses, trading under the style of Panton, Leslie, & Co., and John Forbes & Co. It may be true that the said firms carried on trade within the limits of the Floridas, but it is equally true that the said firms traded under "royal licenses," emanating directly from the King of Spain, establishing in their behalf a *tariff, giving the said firms the liberty of importing from Great Britain the articles which the Indian department required, and to export the skins received in payment directly to a British market*. That the said firms enjoyed the Indian trade within the limits of the Floridas, to the exclusion of all other traders and subjects of his Catholic Majesty. That the privileges and exclusive monopoly of the Indian trade held out to these firms such inducements, under the British Government, as to lead to an immediate application from Panton, Leslie, & Co. to his Catholic Majesty, succeeding the treaty of 1783, setting forth the great utility and national importance to Spain and her transmarine provinces by a continuance of their trade with the Indians.

And this deponent further answereth and saith, that the house of Panton, Leslie, & Co., in their petition of 31st July,

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1784, is silent as to any royal or national responsibility on the part of Spain in case the said firm should meet with robberies, accidents, or losses; and his Catholic Majesty, in giving his royal assent, is equally silent, having only sanctioned what this firm asked for. And this respondent utterly denies that his Catholic Majesty, from the year 1784 up to the treaty of 22d February, 1819, sustained, directly or indirectly, the claims of Panton, Leslie, & Co., or their successors, John Forbes & Co., upon the royal treasury.

And this respondent further answers and saith, that it may have been the policy of the Spanish Government to encourage trading establishments; he does not pretend to deny that their mercantile firms may have been instrumental in maintaining peace and strengthening the bonds of friendship between his Catholic Majesty and Indians occupying the public domain of the Spanish Crown; but this respondent cannot believe, and denies that the Spanish Government, or its legitimate authorities, ever did consent to license the trading establishments for their sole and exclusive benefit, and thereby render the finances of Government liable for losses without an express and written contract.

That the Spanish Government considered itself bound to afford these firms or trading establishments every honorable protection, may be true; and that the Government may have been disposed to protect their property, and facilitate their operations, is more than probable, and to aid them as much as possible in the recovery of the debts depending between the Indians and said house. There appears to be no obligation to pay debts, but only to facilitate their recovery by the enforcement of royal regulations and orders for the government of the Indian tribes within the provinces of his Catholic Majesty.

And this respondent further answers and saith, that the said firms, from the year 1792 up to the treaty between his Catholic Majesty and the United States, have never ceased to use every possible means by which to impose upon the officers of his Catholic Majesty, officially presiding over and administering the laws and ordinances within his distant provinces, but who had no power or control over the fiscal department of the Government, so as to implicate the finances of the Crown without the royal approbation.

This respondent further answering saith, that the Indian tribes generally had a mere possessory interest in the lands they occupied; a mere privilege of hunting, raising stock, and grazing on the land during their occupancy, and never have been considered as the fee simple owners of the soil since the Europeans took possession of America, and established governments therein; and that they have not been considered as possessing any power of selling or disposing of any interest in the soil, other than their mere privileges beforementioned; and that this has become a principle of the law of nations, so far as it affected the Indian tribes residing in the bounds of the United States, or the Spanish provinces of the Floridas or Louisiana; and this principle has been confirmed by the several Governments of Great Britain and Spain during their possession of the Floridas, and recognised and sanctioned by the Indian tribes inhabiting therein; and even the claim of the petitioners to the land in dispute furnishes evidence of the existence of the principle, as the claimants profess not merely to have contented themselves with the purchase they profess to have made of the Indians, but claim also the sanction of the Spanish authorities. If the Indians had a fee simple title and the power of selling, there was no necessity for an applica-

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tion to the Spanish Government for confirmations. The application to the latter furnishes strong evidence of the lack of confidence in the pretended Indian sales. That the Indians were considered as having a mere usufructuary or possessory interest in the soil, is evident from the treaties between Great Britain and Spain in relation to the Floridas, and between the United States and Spain and the acts of these Governments and the uniform acquiescence of the Indian tribes. As early as the year 1763, the King of Great Britain, by his proclamation of that date, (and by which Florida was divided into two territories, East and West, separated by the Appalachicola river,) complains of the frauds which had been practised on the Indian tribes in the purchase of their lands, and interdicts all such purchases, and, to prevent impositions on the Indians, provides that the trade with them should be open and free to all his subjects, and those who might wish to trade with the Indians should obtain a license for that purpose upon giving bond and security for their good behavior. (See this proclamation in the volume from page 84 to 88, Land Laws, &c., relating to the public lands.) If the firm of Panton, Leslie, & Co. obtained a license to trade with the Indians as alleged, it was under the authority of the proclamation of 1763; such license was considered as a grant of royal favor, and not subjecting the Government to any responsibility for losses in the course of trade. Upon the retrocession of the Floridas to Spain in the year 1783, the requisition of obtaining a license to trade with the Indians, and establishing trading houses, seems to have been continued under the Spanish Government, and to which requisition these petitioners conformed and acted under. The obtention and continuance of the use of such licenses under the British and Spanish Governments shows that the firms of Panton, Leslie, & Co. and John

Forbes & Co., were not ignorant of the limited extent of the Indian claims to lands lying in the bounds of the Floridas. The treaty between the United States and Spain of 1795 furthermore shows the point of view in which the Indians were considered in relation to the very land in contest, in the 5th section of which treaty it is provided "that Spain will not suffer her Indians to attack the citizens of the United States, nor the Indians inhabiting their territory; nor will the United States permit those last mentioned Indians to commence hostilities against the subjects of his Catholic Majesty, or his Indians, in any manner whatever."

This respondent further, in behalf of the United States, answereth and saith, that the lands in the petition mentioned, and now in contest, did not lie within the bounds of any tract of country laid out and allotted to any tribe of Indians whatever, and more especially said land was not allotted to the Seminoles or Lower Creeks. It may have been the hunting ground of several tribes, to the respondent unknown, but was not claimed by any one in particular. Those Indians who used the lands used them under the authority and protection of the Spanish Government. There were towns, or Indian settlements, on said lands. Before the date of the said several purchases, supposed to have been made by the said Panton, Leslie, & Co., and John Forbes & Co., the Indians had used the said land as a common hunting ground, residing thereon, and using it for the purposes of cultivation; and after the date of the said several supposed purchases, up to the date of the transfer to the United States, the Indians had continued to use the said lands for hunting grounds; and it is not true that the said Panton & Co., or the said Forbes & Co., or the agents and tenants of either, ever had possession of said land, except as they were permitted to establish

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one or two trading houses in the neighborhood, or upon said land, for the purpose of carrying on the traffic with the Indians, but not to the exclusion of said Indians.

This respondent, further answering, saith, that the said several Indians whose names are affixed to the said several instruments of writing, purporting to be grants or sales of the land in contest, never did sign, seal, deliver, acknowledge, or in any other manner execute the said several instruments of writing referred to and described in the petition, and under and in virtue of which the petitioners claim said land; and if they did, the said instruments were obtained from the Indians by fraud and imposition, and without any good and valuable consideration, and without any such consideration as alleged in said petition filed. That the survey of said land was fraudulently made, by running, in fact, lines round, and leaving out, Indian settlements, but including said settlements in the plats and certificates and pretended title papers. And this respondent further answereth and saith, that the said several Indians, whose names are affixed to said several instruments of writing, were not, at the dates of the said several instruments, or before or after, head men or chiefs of the respective tribes or nations of Indians to which the said writings purport they belonged, but, on the contrary, were wanderers from several tribes, constituting a confused mass, who had placed themselves under the protection of the Spanish Government; and that the said Indians whose names are signed to said instruments were not appointed, authorized, or delegated by any tribe or tribes, nation or nations, of Indians, to enter into any such negotiations or sales of lands as are set forth and claimed by said several instruments of writing in the petition mentioned, and that, therefore, all such pretended sales and transfers were and are absolutely null and void,

even as respects the Indian tribes themselves. That the Indians, whose names are signed to the said several supposed grants, resided at the time in the bounds of the United States, north of latitude 31 degrees, and that there are few or none of the names of the Florida Indians to said grants, and particularly those residing in East Florida. This respondent further answereth and saith, that the Spanish Government never did, either by herself or any legitimate agent, become bound to indemnify or pay the said firms of Panton, Leslie, & Co., or of John Forbes & Co., for any loss or damage they might sustain in carrying on their trade with the Indian tribes, by the robberies of the Indians or others, or by the lack of collections from those to whom they might extend credit; but that the said firms traded with the Indians upon their own responsibility, subject to all the risks incident to the trade; and that the agents of the Spanish Government had no power or authority to subject the Government to any such responsibility; and that any pretended acknowledgment, or attempt on the part of the agents of the Government to create such responsibility, were and are absolutely null and void: and moreover, the respondent denies that the agents of the Government ever did make any acknowledgment of any kind, such as pretended; and that the exhibits filed with the view to establish such responsibility are not genuine, and have no foundation in truth, and at any rate cannot have the effect claimed. The accounts and demands against the Indians and Spanish Government are neither true or just.

This respondent further answereth and saith, that whether James Innerarity was the agent of the house of Panton, Leslie, & Co., and whether he wrote and made the petition to the Governor General, of date "Pensacola, 5th January, 1804," having his name thereto, and filed among the papers exhibited by the petitioners, or not, this respondent does not know,

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and therefore requires full proof. If such petition was addressed to the Spanish Governor General, as alleged, it will be seen that one great inducement or consideration offered was (to use the language of the petition) "placing the lands in the hands of industrious people, whose interest it will be to render it valuable—a district of land capable of supplying with provisions all the troops of his Majesty in the province, for whose daily subsistence, as well as that of the inhabitants of Pensacola and Mobile, there is a necessity of having recourse to the territories of the United States, for the want of cultivable land in the colony, as almost all the good lands belong to the Indians." That the foregoing consideration, being the only one offered of a beneficial and legitimate character, has never been realised. That the said house of Panton, Leslie, & Co., or Forbes & Co., never did, or even attempt to comply with the condition aforesaid, or other conditions of the Spanish laws, entitling them to lands; and that they never did settle, or attempt to settle, said lands, build houses, clear and cultivate said land, either before or since the transfer of the Floridas to the United States; but the said land remained a wilderness as theretofore, the common hunting ground of the Indians; and therefore the claim became null and void, and cannot be entitled to confirmation, either in a court of law or equity. The pretended grantees, or those claiming under them, were not in possession at the date of the treaty between the United States and Spain.

This respondent, further answering, saith, that whether or not Vincente Folch ever was, or, at the dates of the several alleged sales, conveyances, verifications, and acts of confirmation, was Governor of West Florida, or whether Don Ignacio Balderas was at any time Commandant at fort St. Mark's, this respondent knows not, and therefore respectfully requires

full proof. That the said Vincent Folch did not execute the said several verifications and deeds, or acts of confirmation, and that he never was either an Intendant, Delegate, or Subdelegate, and that he never possessed the power or authority, in any capacity whatever, of making said verifications, or executing said deeds or acts of confirmation, in said petition, in manner and form as therein and thereby set forth; and that, if said several Indian sales, transfers, and deeds, were void originally, this respondent respectfully submits whether they were susceptible of confirmation; and this respondent denies that said several verifications, sales, conveyances, and acts of confirmation, are authenticated, or so proven or certified as to justify their introduction as evidence in a court of justice. That the said several instruments of writing, purporting to be deeds of cession and sale of said lands from the Indians, and the said several acts purporting to be deeds of confirmation, have not been registered or recorded as required by the laws of Spain, and that no survey of said lands was made out or recorded by any authorized surveyor, before or since the supposed deeds of sale and confirmation are alleged to have been executed.

This respondent, further answering, saith, that the bounds described in said supposed deeds of sale and confirmation contain about two millions of acres of land, worth upwards of five millions of dollars, and that it is believed no power less than that of the King of Spain could dispose of such large tracts. That such has been the acknowledged construction of the laws of Spain, this respondent refers to the report of the commissioners for ascertaining claims and titles to land within the district of West Florida, entitled "General Report upon Spanish Claims," and their report entitled "General Report upon large Grants," contained in the laws, &c., relating to the public lands, commencing at page 1042, and ending page

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1047. This respondent would also beg leave to refer to (in furtherance of the objection before mentioned) some of the regulations from which the commissioners have deduced their conclusions against large grants. In the same book, commencing page 967, and ending page 971, will be found extracts of the code of Spanish laws, entitled "Recopilacion de las leyes de los Indios." In the same book, from page 971 to 973, is the royal ordinance dividing the Spanish empire into intendancies; and from page 973 to 976 of the same book is the royal regulation of 1752, referred to in the petition. These may be considered the fundamental rules, evidencing the King's will for granting and disposing of the public domain. The regulations of Don O'Reilly of 1770, the regulations and instructions of Gayoso of 1797, and the regulations and instructions of Morales of 1799, commencing on page 978, and continuing to page 986, show the opinions of those officers of the Crown as to the proper construction of royal ordinances in relation to the granting the royal lands, *as to the persons who could receive, what lands could be granted, by whom grants and confirmations could be made, the quantities to be granted, and the conditions to be performed by the grantees.* This respondent alleges, the members of the firms of Panton, Leslie & Co., and of Forbes & Co., were all merchants, traders living in towns, not farmers, cultivators of the soil, or stock raisers; they did not want land for use, but for speculation, to the injury of the poor; the members of said firms were Scotch merchants, subject to the King of Great Britain, not Spanish subjects or citizens, qualified to receive lands; and that the members of the firm of Panton, Leslie, & Co. were all dead before any of the said cessions of land were made, and that the members of the said firm of Forbes & Co. were also dead before the said last ces-

sion made by the Indians, and before any of the pretended confirmations by the Spanish officers; and that the members of the said firms lived and died in foreign countries and Governments, out of Spain or its dependencies; and that the members of said firms left no heirs at law or other legal representatives living under the Spanish Government, or citizens or subjects thereof; and if any of the said members of either said firms, collectively or individually, had any interest in said lands, such interest was forfeited or escheated to the Government, without inquisition or office found; and furthermore, this respondent alleges, the firm of Forbes & Co. were not the legal or equitable successors of Panton, Leslie, & Co., and were not entitled by succession to the rights, either real or personal, of the said firm of Panton, Leslie, & Co. The firm of Forbes & Co., as the respondent is informed and believes, may have got possession of some of the effects of the firm of Panton, Leslie, & Co., but this respondent understands the said firms were separate and distinct, formed by contract, and not by any necessary succession the one from the other; and this respondent submits, under these circumstances, whether the supposed grantees were capable of leaving, holding, or transmitting lands, according to the laws of Spain; and this respondent also reserves the right of showing what the Spanish laws were under such circumstances. This respondent further answereth and saith, that the lands claimed in the petition were, by the permission of the Spanish Government, possessed and used by the Indians for hunting, &c., according to the custom of the Indians; and the pretended sales and confirmations were against the general policy of the Spanish Government, to the prejudice of the Indians, and against the special provisions of the Spanish laws made for the protection of the rights of the Indians; and this respond-

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ent humbly insists such lands could not be granted in violation of the rights of the Indians, and that, therefore, any sale, conveyance, or confirmation, such as alleged in the petition, is void.

This respondent, further answering, saith, in response to that part of the petition which urges the power of Governor Folch (as such) to confirm the Indian sales, under the 12th provision of the royal regulation of 1754, and other parts of said regulation, that the general power of confirming, granting, and compromising for the royal lands, by the regulations aforementioned, belonged to higher officers of the Spanish Government, such as Intendants, Subdelegates, &c., and that the power of a Governor, in any case, is special, in derogation of the common mode, and should, therefore, be exercised specially. The rule 12th, referred to, only authorizes the Governor to issue confirmations with the advice of the Officiales Reales, (King's fiscal ministers,) and of the Lieutenant General, Latrado, where he may be stationed; and this respondent denies that the said Governor Folch ever did, before the said pretended sales and confirmations, obtain the advice and consent of any of the fiscal ministers of the Crown, in relation to the said supposed sales and confirmations; but that the said sales and confirmations (if done at all) were the unauthorized and unadvised acts of the said Folch alone. This respondent humbly insists that subsequent acts of the Captain General, or Assessor General, made with a view to license a sale from Forbes & Co. to Colin Mitchel, could not give validity to acts of sale and confirmation which had been void for many years.

Whether the said John Forbes addressed the petition to the Captain General of Cuba, whether the said Cienfuegos was Captain General of Cuba, and whether he referred the subject

to the Assessor General, and whether Lenard de Monte was Assessor General, and gave the advice mentioned, and whether the said Captain General thereupon authorized the sale to Mitchel, this respondent does not know, and therefore respectfully requires full proof of the said several facts.

This respondent further answereth and saith, that the pretended grantees, and those claiming under them, have never performed any of the conditions required by the laws of Spain, upon which lands could be sold, acquired, or held; that they have never paid one solitary cent into the Spanish treasury for said land; nor has the Spanish Government ever derived any advantage whatever in consideration of said lands. Such grant and confirmation, if ever made, were not only voidable, but void, under the Spanish Government, and therefore not subject to be ratified and confirmed, according to the eighth article of the treaty between Spain and the United States.

This respondent further saith, that there was an Intendant, to wit, Morales, living and having jurisdiction in the territory of West Florida, at the dates of the said several supposed grants from the Indians and Governor Folch, to the said firms of Panton, Leslie, & Co. and John Forbes & Co.; and said Intendant, during said times, lived and resided at Mobile and Pensacola, and could have been easily applied to; and that applications for sales, compromises, confirmations, and grants, ought to have been to the said Intendant or other superior officers, and there was no necessity for an application to the said Folch for the exercise of his special power, unless it was because the said Folch could be more easily imposed on, or seduced into the strange acts of prodigality in the distribution of the public lands which are ascribed to him. This respondent is informed and believes that the said Intendant

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done most, if not all, the business of granting lands while he was in the province; and that, if the Governor had any power of granting lands, &c. in the cases and under the limited circumstances mentioned and provided for in the royal regulation, rule 12th, such power was suspended during the residence of the Intendant in the province, as the rule only provides for special cases, beyond the reach of the Intendant, in distant provinces of the Audiencia, or where sea intervenes, &c.

This respondent, further answering, saith, that, before the acquisition of the Floridas by Great Britain, in 1763, the whole was but one Spanish territory, and that, by proclamation of the King of Great Britain, of that year, the territory was divided into two, East and West Florida, making Appalachicola river the boundary between the two, all which will more fully appear by said proclamation, which is referred to for greater certainty, in the book entitled "Laws, &c. relating to the Public Pands," commencing page 84, and ending page 88; and this respondent says, that the said Floridas, in the year 1783, were retroceded by the King of Great Britain to Spain, subject to the same boundaries, precisely, and by the same names of East and West Florida, and were so possessed by Spain until the cession to the United States, and that the said dividing boundary between the said provinces was never changed by the Spanish Government or its authority, and that the Spanish Government uniformly kept in appointment a Governor of each province or territory, having jurisdiction only within the legitimate boundaries of their respective territories, and no farther; that the whole of the aforesaid immense tract of land now claimed by the petitioners (except a very small quantity lying near the mouth of the said Appalachicola river) lies east of the said Appalachicola river, in

the bounds of East Florida, and not in West Florida, and that the Governor and other officers of West Florida had no jurisdiction or power whatever in East Florida, and more especially in the granting lands; and that the Governors and other officers of the said provinces uniformly confined their jurisdiction within the territorial limits of their respective provinces; and if, in any instance, the said officers transcended the limits of their respective territories, such act was improper, unauthorized, and, void; and, therefore, if the officers of the Spanish Government belonging to West Florida, ever did do any of the acts mentioned in said petition, towards granting said lands, such acts can confer no right legal or equitable, either upon the grantees, or those claiming under them, and who are presumed to stand in the same situation with the grantees; that, within the bounds of said claim of land, in East Florida, and in the fork at the confluence of the rivers St. Mark's and Wachulla, on the west side of the St. Mark's river, where the two streams flow into the bay of Appalachie or St. Mark's, there had been erected, before the date of said pretended grants, a Spanish fort, for the protection of the inhabitants, and which has remained there ever since; and that before and at the date of said supposed grants, and ever afterwards, until the surrender of the Floridas to the United States, said fort was kept up, manned, and fortified, for the defence of the country, and said fort has cost the Spanish Government several hundred thousand dollars: and yet, strange to tell, the said Indians and Governor Folch are supposed to have conveyed the fort and improvements, with an extensive country of the best lands in East Florida, at the same time that the said Governor is supposed, by the petition, to have had the command of said fort, for the protection of the Spanish inhabitants; an act which,

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if the said Governor Folch were capable of doing, would stamp him with infamy, and the transaction with fraud, sufficient to vacate it!! The said fort was nearer and more convenient to Pensacola, the seat of the Government of West Florida, than to St. Augustine, the seat of Government of East Florida, and could be more conveniently supplied from Pensacola than St. Augustine; and hence, if the officers of West Florida had any power or jurisdiction in East Florida, it was merely military, special, and confined to the fort, in assisting in its construction, and furnishing the fort with provisions for the troops, &c., and never was extended to the business of disposing of the lands by sales, confirmations, or otherwise. Before the dates of, at, and after the said several supposed sales and confirmations by the Indians and Governor Folch, it is believed the whole of the Floridas, East and West, and the province of Louisiana, were placed under the same intendancy, and that the same Intendant had jurisdiction of all: and if any of the accounts in relation to the expenses of the fort, the troops there stationed, provisions, storekeeper's goods, &c., were settled or adjusted in the offices at Pensacola or Orleans, it was because the said fort was in the intendancy which, at the same time, embraced the province of East Florida; and for the additional reason that, as the forces, provisions, &c., were furnished from Orleans and Pensacola, it was most convenient to credit and settle the accounts in the offices at those places, rather than pass over the peninsula and go to St. Augustine by land, or round by water; and, also, because the Intendant resided, it is believed, at Orleans, until the transfer of Louisiana to the United States, and afterwards at Pensacola or Mobile. As a further evidence that the territory of West Florida was not extended beyond the Appalachicola river, and that the Governor and officers of West

Florida so considered, your respondent begs leave to refer to the copy of the document containing the surrender of West Florida to the United States, signed by Andrew Jackson, Commissioner on the part of the United States, and Jose Caliva, on the part of Spain, and attested by their respective secretaries, by and in which the fort of St. Mark's is considered and expressed as separate and distinct from the province of West Florida: a copy of said document is found in the book entitled "Laws, &c., relating to the Public Lands," pages 75, 76. The surrender of the fortress at St. Mark's also shows that said fortress was not the private property of said petitioners, or any individual, although included in the claim of the petitioners.

This respondent, further answering, saith, the said John Forbes & Co. (being the same firm under which the aforesaid petitioners claim the lands aforesaid) set up claim to another tract of land in the territory of Florida, lying on the west side of the Appalachicola river; which claim of land the said company caused to be presented to the Court of Commissioners, appointed under the act of Congress for the adjustment of land claims in West Florida, and said claim is of a larger quantity than the said Commissioners were authorized to decide on, and has not been settled under the provisions of the "Act supplementary to the several acts providing for the settlement and confirmation of private land claims in Florida," and was, by said Commissioners, reported to the Secretary of the Treasury of the United States, according to law, and by him submitted to Congress. And the respondent refers to, and makes part of this answer, the report and document so as aforesaid made and transmitted, being in document 111 of Executive papers, vol. 7, 1824–'5, commencing on page 39, and ending page 46; and the boundaries of said claim are re-

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ported in said document, and referred to, and adopted for description, as also to show the origin of title, the date of the sale and grant, and the consideration upon which the same was founded. That the said claim has not been annulled by the treaty of the 22d February, 1819, nor by the decree of the King of Spain ratifying the same, and was not, by said Commissioners, reported as either forged or antedated.

This respondent alleges, the said last mentioned claim of said company is based upon the same consideration as the aforesaid claim of said petitioners, and said last mentioned claim of said Forbes & Co. has been held and claimed by said company, in full satisfaction and discharge of the first mentioned claim set up by the petitioners, and upon an abandonment of the said first mentioned claim set up by the petitioners, said company having become satisfied that the said first claim was vague and void, and asserted the last claim in lieu thereof. This respondent refers to, and makes part of this answer, a copy of the title papers of said company, certified by the proper officer, the Keeper of the archives of West Florida. This respondent does not intend to commit the Government, by offering the said last mentioned claim as a bar to the claim of the petitioners, but reserves to the Government the right of contesting the said last required claim, in any suit brought or to be brought for its recovery or confirmation. A copy of the petition is herewith filed as part hereof, suit being brought. And this respondent further saith, that the United States claim the land now in contest, under and by virtue of the treaty made and entered into between the said United States and his Catholic Majesty the King of Spain, on the 22d February, 1819, by and in which the territories of East and West Florida were ceded to the United States, and delivered in pursuance of said treaty; and the United States also claim

and hold said territory and land, under and in virtue of purchases and treaties with the Indian tribes, and particularly with the Florida Indians residing in Florida.

This respondent further answers and says, that he is uninformed as to the said several derivations of title, asserted in said petition, purporting to be inheritances, wills, and deeds from members of the said firms of Panton, Leslie, & Co., and John Forbes & Co., to the petitioners, and therefore requires of the said petitioners full proof of every thing necessary to invest the said petitioners with the rights of the said firms.

And this respondent, further answering, saith, that the said claim of the petitioners never did meet with the sanction of the Spanish Government, or its authorities, in the hands of the original or derivative claimants, as set forth in the petition; and moreover, owing to the various troubles, struggles, revolutions, and transfers of the said provinces of Floridas, and owing to the very distant responsibility of the several officers of the said Government, claiming the exercise of its powers, the Intendants, Governors, and other officers never did render to the higher powers of the Spanish Government an account of their respective administrations, as required by the laws and ordinances of the Spanish Government, and that the violations of law by the said officers were unknown to the higher powers; and this respondent is advised that the said several deeds and acts of confirmation, supposed to be made as aforesaid, possessed no notoriety, and, if they existed, were unknown to the great mass of the population at Pensacola and Mobile, in West Florida; and it is believed (and this respondent reserves to the United States the right of proving) that the officers who assisted in contriving said grants were under the influence of said firms of Panton, Leslie, & Co., and Forbes & Co.; that Alexander McGillivray, a celebra-

ted chief of the Lower Creek nation, having great power and influence in the tribe, was also a secret partner of the said firms of Panton, Leslie, & Co., and of Forbes & Co.; and if any of the Lower Creeks, or the nation, were in debt to the said firms, such debts were fraudently created against the interest of the Indians, for the benefit of said McGillivray, of all which the firms had full knowledge. As evidence of the said partnership, this respondent refers to the record filed as part hereof, marked Exhibit A. being a record of the ——— court of the ——— for the district of Louisiana.

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This respondent, further answering, saith, that the said several papers purporting to be copies of letters, acknowledgments, grants, concessions, deeds, wills, instruments of writing, orders, and acts of every kind, or copies thereof, either private or official, referred to in the said petition, have never been written, made, executed, signed, sealed, or acknowledged by the several persons, individual or corporate, therein mentioned, and that the said several documents, instruments, and acts aforesaid, or the copies thereof, are incompetent, irrelevant, immaterial, lacking authentication and credit, and this respondent objects to the use of them as evidence, and denies the truth of all the statements and matters of fact in the said documents asserted, recited, inferred, or intended to be inferred, from them; and all the conclusions, inferences, and legal deductions made, or intended to be made, from them; and this respondent requires full proof of all said documents, &c. and matters of fact therein stated, recited, or inferred, or intended to be inferred. This respondent denies all fraud and combination, and all and singular the statements and allegations in said petition contained, and all and every statement of said petition in anywise, either in matter or form, which may be inconsistent with this answer, or which may not be answered or admitted, and requires full proof.

And this respondent having, as he believes, fully answered the said petition, further saith not, but prays this honorable court that the United States may be dismissed from the claim of the said petition, with an allowance of costs in this behalf most wrongfully expended.

JAMES G. RINGGOLD, *Att'y U. S.*
SAMUEL BRENT, *Law Agent.*
RICHARD K. CALL, *Attorney.*

The following are the exhibits filed by the counsel on behalf of the United States, at sundry times.

EXHIBIT A A.—TRANSLATION.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of the Provisory Secretary of this Captaincy General, Don Antonio de Sola, which gives authenticity to the annexed document, is genuine, and that full faith is to be given to it. In testimony where of, I give the present in Havana, signed with my hand, and sealed with my coat of arms, on the 4th day of March, 1830.

VIVES. [L. S.]

A copy of the 13th and last article of the convention, treaty, and pacification, stipulated and agreed upon between the Spanish nation and the Talapoose Indians, in the talk held for that object in the place of Pensacola, capital of West Florida, in the days 31st of May and 1st of June of this year, 1784. As the generous intention of his Catholic Majesty is not to exact from the Indian nations any lands to form settlements to the injury of the properties of those who enjoy them now, and knowing his paternal love towards his beloved nations, we offer them in his royal name security and guaranty for those which they actually hold agreeably to the right of legitimacy,

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with which they possess them, provided they be comprised within the limits of his Catholic Majesty our sovereign. And in order to show more clearly the full extent of his royal clemency, if ever, by any war, or any other accident, the Tallapoose should be deprived of their lands by enemies of the Crown, other equivalent and vacant lands will be assigned to them for their settlement, without any other requisition or retribution than their constant fidelity. And in order that this may be fully accomplished, executed, and observed, whilst the royal approbation of his Majesty, to whom I, the aforesaid Provisory Governor of Louisiana will report it, is solicited, we, the aforesaid Governor and Intendant, do sign the present, with the aforesaid Alexander McGillivray, who is apprised of the contents, through the literal and exact translation, which for that purpose was made in form by the Captain of militia of Louisiana, Don Juan Jose Duforest, Interpreter of the English language for his Majesty in said province, sealing it with our coat of arms, and it being countersigned by the underwritten Secretary of Government, and Captaincy General of the provinces of Louisiana and West Florida, in Pensacola, on the 1st of June, 1784.

ESTEVAN MIRO,
ARTHUR O'NEILL,
MARTIN NAVARRO,
ALEXANDER McGILLIVRAY.

ANDREW L. DE ARMESTO, *Secretary.*

A true copy. In the absence of the Secretary,
ANTONIO DE SOLA.

A true translation.
ACHILLE MURAT.

EXHIBIT B B.—TRANSLATION.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of the Provisory Secretary of this Captaincy General, Don Antonio de Sola, which authenticates the annexed document, is genuine, and that full faith is to be given to it. In faith of which I give the present in Havana, signed with my hand, and sealed with my coat of arms, on the 4th of March, 1830.

VIVES. [L. S.]

No. 1. Your Excellency: The sale and concession of royal lands of this province are subject to the rules and formalities which your Excellency will deduce from the regulation No. 1, published on the 17th day of July, 1799, the Intendancy having been reinstated by a royal order of the 22d of October, 1798, with prohibition to other authorities in the privilege of granting and conceding them, which, by a royal determination of the 24th of August, 1770, was in the possession of the political and military Government, and with the advice of the junta of royal finances, held in this place on the 22d of November, 1806, in consequence of the provisions of another royal order of the 31st of March, of the same year, of which a copy is contained under No. 2. The whole of which I communicate to your Excellency in answer to your letter of the 2d of July last, in which you are pleased to ask me a report of my opinion as to the petition of Don Ricardo Raynal Keene, asking to buy lands. God preserve your Excellency many years. Pensacola, 14th of August, 1811. Your Excellency.

JUAN VENTURA MORALES.

To his Excellency the Marquis of Someruelos.

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A true copy. In the absence of the Secretary,

ANTONIO DE SOLA.

A true translation.

ACHILLE MURAT.

EXHIBIT C. C.

No. 1. Extract of a letter from the Secretary of War to Colonel Benjamin Hawkins, United States' agent, Creek nation, dated "War Department, 24th January, 1803."

"Whenever disputes arise in relation to the boundaries between the Creeks and the white people of the United States, measures will be adopted to settle the same as soon as Government shall be apprised of the circumstances; but we cannot interfere in any matters relating to disputes between the Creeks and the subjects of Spain, unless the subject matter of controversy shall be within the territory of the United States. It will be impossible to prevent disputes between the frontier settlers and the Indians, on the score of cattle ranging on lands which belong to the Indians; and measures should be taken with the Indians to induce them to view with indulgence such petty intrusions. As to the demands of Panton and Leslie, we can say no more, than that they nor any other foreigners can be permitted to make purchases or hold land within our territories, except in cases provided for by some particular States; but if the sum fairly due to that house should be ascertained, and the Indians should consent to part with such a tract of land for payment, as would make it an object with the Government to discharge the debt, and take the land, perhaps such an arrangement might be acceded to; but we cannot consider ourselves under any obligation to interfere in the business."

No. 2.—(Copy.)

War Department, *May* 2, 1804.

Sir: There appearing to have been a misunderstanding as to the outlines of the tract of land which the Government of the United States proposed accepting from the Choctaws as a consideration for the debts due from them to your house, will now endeavor (in conformity with the conversation which passed between us this morning) to point out the different boundaries contemplated by Government, as explicitly as the nature of the case will admit. It would be most desirable that the road leading from Natchez to the Chickasaw towns, on the Big Black river, from the place the present boundary line (as run by Gen. Wilkinson) crosses said river, should form the eastern boundary, and the Mississippi the western boundary, and to extend northward a sufficient distance, to include as much land as the United States usually receive from the Indian nations, for a consideration equivalent to what is paid the Choctaws for the proposed cession. The tract which the Choctaws have proposed ceding near the junction of the Tombecbee and Alabama, is not considered of sufficient extent to induce the Government to enter into a negotiation for that object at present.

When the Creeks and Choctaws shall be mutually disposed to cede their respective claims to the lands between the Alabama and Tombecbee, from the junction of those two rivers so far upward as to include a tract sufficient to make it an object worth the attention of Government, there will be no indisposition on the part of the United States to entering into suitable measures for obtaining the cession.

I am, &c. &c.

H. DEARBORN.

To John Forbes, Esq.

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No. 3.—(Copy.)

WAR DEPARTMENT, *January* 26, 1805.

SIR: Your letter of the 24th inst., with the accompanying papers, has been duly received, and considered. In answer to your letter, I can only observe, that I very much regret the misunderstanding which appears to have taken place on the subject of the proposed Choctaw cession, as it relates to the time and mode of completing the same, and especially as to the expectations your house had formed in relation to the time and mode of completing the money part of the transaction. The Government of the United States never contemplated an ultimate decision as to the quantity of land to be received from the Choctaws, or the sum to be paid for the land, but by a regular treaty holden with that nation, wherein precise stipulation should be mutually agreed upon in common form, both as to the boundaries and the price to be paid, as well as the mode of payment. On the receipt of the last petition from the chiefs, it was determined to take the necessary measures for holding a treaty, as soon as circumstances would permit. Mr. Dinsmoor has been written to on the subject, and requested to point out the most suitable time and place for the purpose. It is intended the treaty shall be held as early as April, or May next, at farthest; but it cannot be ratified until the meeting of the Senate in autumn. As soon as a satisfactory bargain shall have been made, and ratified by the Senate, and Congress shall have made the necessary appropriations for carrying it into effect, whatever sum shall be stipulated to be paid to your house as due from the Choctaws, may then be settled and paid.

I am, Sir, &c.

H. DEARBORN.

To William Simpson, Esq.

No. 4.

WAR DEPARTMENT, *November* 12, 1806.

SIR: Your letter of the 5th September has been duly received, and considered. In answer, I can only remark that the Creeks absolutely refused to accede to my request to have provision made in the convention for the payment of the balance due from them to your house, and observed that a great part of your debt had been paid by lands sold to your house in Florida, and that they should take proper measures for paying the balance. The Chickasaws will, I presume, pay their debt as soon as the appropriation is made by Congress, which will probably take place the ensuing session. Whether the treaty with the Choctaws will ultimately be ratified or not, I cannot undertake to say; if it should be ratified, it is presumed there will be no obstacle to your recovering your due out of the consideration to be paid for the land. I hope no influence of your house has been brought to bear on the free navigation of the Mobile.

I am, &c. H. DEARBORN.

John Forbes, Esq.

I certify that the foregoing extract and copies of letters are truly transcribed from the records of the Department of War, (numbered 1, 2, 3, 4.) In witness whereof, I have hereunto set my hand and caused the seal of the War Office of the United States to be affixed, this thirteenth day of April, one thousand eight hundred and twenty-nine.

[L. S.] JNO. H. EATON,

Secretary of War.

EXHIBIT D D.—TRANSLATION.

Royal order. Department of the colonies. The King wishes that your Lordship cause to be made, and sent with the short-

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est delay to this department of which I have charge, a list or detailed account of the donations of lands, of which there is evidence in this Intendancy to have been made in the Floridas, trying to detail with clearness the concessions made to Spaniards; for upon this report depends their acknowledgment by the United States. This I communicate to your Lordship by a royal order for its earliest accomplishment. God preserve your Lordship many years. Madrid, 29th April, 1822.

RAMBLY.

To the Intendant of Army at the Havana.

Havana, 27th July, 1822. Let this be performed; and in order to do it let a record be made, at the head of which shall be put a certified copy of this royal order, the general minister of the national finances reporting in continuation.

PENILLOS.

A true copy.

JUAN NEPOM. DE AROCHA.

DECREE. Havana, 3d of August, 1822. Let the general minister of the national finances report as I have directed in my decree of the 27th of last month.

PENILLOS.

Report of the ministers, to the Intendant of the Army. There is no evidence whatever in the office of which we have charge, by the which the object of the above royal order can be accomplished, but some will perhaps be found in the archives of the Secretary of the subdelegations of both Floridas, although, as to what relates to West Florida, we are informed that the Surveyor General, Captain Don Vincente Sebastian Pintado, who made a register of the donations made from the year 1806, will be able to furnish the state-

ment wished for. Your Lordship will be pleased to take the proper steps. Havana, 8th of August, 1822. Alone by consequence of the occupation of the Treasurer.

AYALA.

DECREE. Havana, 26th of August, 1822. Let the Captain, Don Vincente Sebastian Pintado, report with due detail all that he knows on the subject of this record, in order to accomplish with the greatest exactitude what his Majesty requires in the royal order above.

PINELLOS.

Report of the Surveyor General. The Superintendent and General Provisory Subdelegate, in consequence of what your Lordship has pleased to direct in the above decree, in reference to the disposition of the royal order of the 29th of April, of this year, of which a certified copy precedes, and to what the general ministers of this principal Treasury have reported on the 8th of August last, I shall state to your Lordship, that, as Surveyor General of West Florida, by appointment of the 13th December, 1805, and royal decision of the 9th of May, 1806, communicated through the Department of Finances, to which office I was raised by the withdrawal of Captain Don Carlos Trudeau, who filled it, for I was then acting as his deputy in this province, by formal appointment of that Government, from the 1st of May, 1796, I am able to give to your Lordship a detailed account, not only of the concessions and sales of lands and lots made in West Florida, of which it was my duty to form the records, when going through my hands in order to perform the attributions of my office, but likewise of those granted in time of my aforesaid predecessor, from the notes which he had taken, making an excep-

tion, however, in both cases, for the loss of many records and other documents, which took place in the several commotions and invasions suffered by that province; and for the loss of several papers by the two great fires of the city of New Orleans, which took place, one in the evening of the 21st of March, 1788, and the other on the 8th of December, 1794; but perhaps a work of such great extension will not be necessary, if attention be paid to this, that the royal order seems to relate only to donations of lands made in this province, of which there is evidence in this Intendancy, upon which report depends their acknowledgment by the United States; and upon this subject it seems proper to me to make to your Lordship the following observations: First. That, by a royal determination of the 24th of August, 1770, the prerogative of distributing and conceding any species of royal lands was given to the military and political Government of the province of Louisiana, and it continued in possession of that prerogative until it was reversed by a royal order, given in San Lorenzo on the 22d of October, 1798; and as these General Governors were likewise Governors of West Florida, since it had been conquered by the Spanish arms upon the British, and their possession had been confirmed by the fifth article of the definitive treaty of peace, signed in Versailles on the 3d of September, 1783, they made a great many concessions of lands in both provinces, as long as they had that power, with a perfect independence from the Intendancy of this island; and for these reasons I do not see that evidence of them are to be found in it. Second. By the aforesaid royal order, given in San Lorenzo on the 22d of October, 1798, his Majesty thought proper to declare and order that the power of distributing and conceding all species of royal lands, which was vested in the political and military Govern-

ment, should privately belong to the Intendancy of these provinces, with prohibition to other authorities to intermeddle. The Intendancy made use of the said power in virtue of the said royal order, from its reception until the 9th of September, 1812, in which its functions ceased in Pensacola, without any other interval than that which took place from June, 1804, to August, 1805, of which I shall speak afterwards, caused by the orders of the Commandant of West Florida, (who, in the interval, made likewise some concessions of lands and lots,) which ceased by royal disposition, commanding that the Intendant should continue in the exercise of the aforesaid power; and, as it did operate with full authority and prohibition of any other in the distribution and concession of lands, it does not seem that it should have remitted detailed accounts of those which it made to the Intendancy of this island, in order to serve for evidence in it, unless it should be of lands sold, and their product, for the knowledge of the tribunal of principal treasury of accounts; and if it was its duty to do it, it will probably have done it, in which case the necessary notes of the aforesaid sale of lands will be found in the aforesaid tribunal; of these, and the other lands graciously conceded, even to the smallest, there would be full evidence in this Intendancy, if the former Subdelegate of Pensacola, Colonel Don Jose Masot, had executed the orders of this Superintendency, which directed the transportation of the archives of that Intendancy to this place, and, in particular, the archives of the office of lands, (juegado,) which was entire, as it will be said in proper time.

Third. From the time, that, in September, 1812, the Intendancy of that province ceased, several other concessions were made by the Commandants and Subdelegates, and likewise two or three small portions were sold. In 1813, lots of

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the city of Pensacola, and lands of one arpent each of the gardens above, contiguous to the said place, were sold for account of the national finances, the Contador de Rezargos Don Antonio Cabanas having charge of them in that province. In the same year of 1813, and part of 1814, the constitutional corporation of Pensacola sold several lands for the price of their estimation, and royal lots at auction, being authorized to do so not only by the imperious law of necessity, in order to support the garrison and the officers of that place, but likewise by the law of the 1st of January, 1813, and the consent of the aforesaid Don Antonio Cabanas, charged with the public finances, given on the 7th of October, 1813. Lastly. After the dissolution of this corporation, in consequence of the decree of the 4th of May, 1814, the Subdelegates made concessions of land, and, even in the time of Mr. Masot, did sell lots in the city, and lands in the said suburbs, of which he did give notice or relation to this Superintendency, although vastly different from that which my deputy there, Lieutenant Don Pedro Reggio, remitted to me directly. This lasted until the Intendant of Army in this island, Don Alexandro Ramirez, having assured, or, to speak more correctly, it having been declared, in the council held in this Captaincy General, that the Superintendency of the two Floridas belonged to his Lordship, the same declared on the 17th of November, 1817, that he only had power to grant lands in the Floridas. And, as he had officially announced before to the Subdelegation of West Florida, his taking possession of the Superintendency of the same, which, if I recollect well, was on the 3d of July, 1816, for that double reason, the records of the land conceded, and of those asked for, were sent him, from the reception of the said advice and declaration, for the knowledge and approbation of the said authority, and are probably to be found in the Secre-

tary, except those which may have been returned to the parties with the decrees they had petitioned for. The books in which were registered the formal titles, which had been despatched by order of the same Superintendent, and the original records which took place in order to obtain them of the concessions which his Lordship made directly in both Floridas, and of those which he confirmed and ratified in the years of 1817 and 1818, until he was apprised of the negotiations about the cession of said province, are likewise to be found in said office, and of all of them I have taken note in my office.

Fourth. I have said that the concessions and sales of land, without any exceptions, made by the Intendancy of Louisiana and West Florida, in that last province, from 1799 to 1812, inclusive, and even those granted since by other authorities, full evidence could be found in this Intendancy, if the Commandant and Subdelegate of Pensacola, Colonel Don Jose Masot, had executed the orders of the aforesaid Superintendent General Subdelegate, because his Lordship, having settled all previous matters, not only had directed my removal to this place, in the beginning of 1817, in order to fix myself in it as officer of the finances, and in order to be able to regulate and despatch, with my aid and ministry, the department of royal lands, but he likewise ordered, and even a second time, that the archives of that Intendancy, and, in particular, that of the tribunal of lands, which was then entire, with all the Register's protocols, books, records, plans, and other documents, should be remitted and removed here; he, (Masot,) could not oppose himself to my removal, because it had been notified to him by his Excellency the Captain General, in date of the 22d of March, of the said year; but he did so to the removal of the papers of the tribunal of lands, and he compelled Don Francisco Gutierrez de Arroyo, then Provisory Secretary

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of that Intendancy, and charged with the transportation of all these archives, which, for that purpose, he had already put in boxes, to open those which contained the tribunal of lands, and leave them: and I believe that few or none of that class did come then, although I believe to have seen among them the book where the title of the concession of lots in Pensacola was registered, and some other loose papers, which, by chance, were separated from the others. That Subdelegate kept the aforesaid document, although the order was repeated, until, in May, 1818; the troops of the United States, under the command of General Jackson, took possession of that province; when, in virtue of the 5th article of the capitulation which he made with him on the 28th of the said month, he embarked with them for this port, and reached that of Campeachy, and coming from there here, in the same vessel, which was Anglo-American, (United States,) and with the lawful flag of his nation, he was visited by a corsair, calling himself insurgent, who took one box of the said papers, as it is reported, and threw the rest overboard; nevertheless, it seems to me that Don Francisco Gutierrez de Arroyo brought with him, when he arrived here in August, 1817, the inventories; at least I am certain to have seen that of the papers of the tribunal of lands, which, by order of the said Signior Masot, he delivered in the fort of Barrancas to the Secretary of that Commandancy and Subdelegation, Lieutenant Don Carlos Reggio, with his receipt, and the signature of Arroyo; and, likewise, it seems to me, if I dont mistake, that it has the *seen (visto bueno)* of the Subdelegate, Masot. This is already one evidence which is in this Intendancy, which, perhaps, may be sufficient in fault of others, and to which, if it seems proper to your Lordship, an authentic copy could be added to

this record, as likewise of that which may be in evidence, about the sale of lands and lots by the tribunal of accounts.

Fifth. It is likewise to observe, if, perhaps, it must enter into the statement required by the royal order, that there have been cessions of very considerable extent of territory, belonging to both Floridas, made by the Lower Creeks and Seminole Indians who inhabit said provinces, and which have been confirmed, and whose titles have been despatched by the Commandancy or Government of West Florida, in 1806 and 1811; and that the Captain General made another concession of no less extent, in West Florida, to the same individuals, in January, 1818, in compensation of damages and injuries received according to papers which I have seen; and I do not know, if, of that class of concession, there is any evidence or notice in this Intendancy.

Sixth. By the 8th article of the treaty by which the two Floridas are ceded to the United States of America, made in Washington on the 22d of February, 1819, and ratified by his Majesty on the 21st of February, 1820, it is stipulated, that all the concessions of lands made by his Catholic Majesty, or by his lawful authorities, before the 24th of January, 1818, in the aforesaid territory, which his Majesty cedes to the United States, shall be ratified and acknowledged to the persons then in possession of them, in the same manner that they would be if his Majesty had continued in the dominion of these territories. And in the ratification, his Majesty, speaking expressly of the said article, says: "Desirous at the same time, of avoiding any doubt or ambiguity concerning the meaning of the eighth article of the said treaty, in respect to the date which is pointed out in it, as the period for the confirmation of the grants of land made in favor of the Duke of Alagon, the Count of Punonrostro, and Don Pedro de Vargas, being annulled by its tenor, I think proper to declare that the

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said three grants have remained, and do remain, entirely annulled and invalid." The whole of which seems to me worth taking notice of, for many reasons; and one of them, as I understand it, is, that it is limited to the three concessions mentioned, and to no other which had been made, at least to the date of the treaty, and that this clause will then determine the time where to conclude the statement which is given to the Count; and as to the time where it must be begun, it must be deduced from what follows:

Seventh and last. By the third article of the treaty concluded in St. Ildefonso, on the 1st of October, 1800, Spain retroceded to France the province of Louisiana, with the same extension it had when the latter power ceded to the first; and by a royal order, dated at Barcelona on the 15th of January, 1802, it was ordered to make the surrender. The Commissaries appointed for that purpose issued a solemn proclamation in the city of New Orleans, on the 18th of May, 1803, and caused it to be posted in public places, declaring that the territory, from the river Manchac, or Iberville, as far as the American line, or 31st degree of latitude, (following the Mississippi,) did not enter in the cession, and remained always in the possession of Spain, and annexed to West Florida. This proclamation was published and circulated, to the knowledge, and in presence of Citizen Laussat, Colonial Prefect, who was there authorized by the French republic to receive the province, who did not open his mouth, nor made the least objection, because it was conformable to the treaty; nor did he make any, when, on the 30th of November of the same year, 1803, a formal surrender was made to him, and that he received it to deliver it to the United States, as he did to the Anglo-American Commissaries, on the 20th of December following, in the same way that he had received it, in conse-

quence of the treaty of Paris, concluded the 30th of April of the same year, which was kept secret until the ratification of the United States, and whose first article says, that the territory of Louisiana, and its dependencies, were ceded or acquired by the French republic through the treaty of St. Ildefonso.

A short time after the publication of that proclamation, persons presented themselves, requesting to purchase lands in the aforesaid territory, which remained to Spain as part of West Florida. But the Intendancy, notwithstanding so solemn a declaration, did not choose to give its course to the first instance which was presented, without again consulting the said Commissaries of delivery, who were, Don Manuel de Salcedo, Governor, and Marquis of Casa Calvo, and did it in date of the 22d of July of the aforesaid year, 1803; and in date of the 28th of the same month, their Lordships answered: "The declaration which we made in the proclamation which we published on the 28th of May last, is based upon the right of conquest, by which Spain possessed itself, and took from the British, in the war of the year 1780, the settlements of Natchez and Baton Rouge, keeping yet the latter, and, therefore, not comprehended in the district of Louisiana, the only portion of territory, which, according to our instructions, we must retrocede to the French Republic; and seeing by that, that these lands belong to his Majesty, you can determine upon this business according to your powers; it being our opinion, that, as regards the request of Don Juan (it ought to be Don Thomas) Urquhart, it promises to be useful to the royal interests, and increase the settlement and agriculture—important circumstances, and the first of them worthy of attention, by reason of the scarcity which at present prevails in this Treasury: his proposition can be admit-

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ted, without paying attention to all the formalities required by the Intendancy." In consequence of which, he admitted not only the said first request, but all the others which were made in order to buy land, and even some in order to obtain them by gift or confirmation. And in each record of sale, the former declaration, and the consultation which originated it, was inserted; and the Intendancy sold, indeed, between 7 and 800,000 arpents, (I am not trying now to make an exact calculation,) and its value, according to estimation, was exhibited by the purchasers, in the Treasury, together with the duty of mediamato and its transportation, to Spain. (It is to be observed that the local circumstances of that province did not permit that all the royal land could be sold at auction, according to the law 15, title 12, book 4, of the Recopilacion of these kingdoms, as expressed by the 24th article of the instruction made by that Intendancy in 1799.) And these receipts were delivered accordingly. Likewise, they paid all the other costs, of survey, &c. And the Intendancy, in the name of the King, whom God preserve, delivered or despatched them efficient titles, divested of all the formality and requisites necessary; and all was approved by his Majesty, by royal order of the 29th of May, 1804, as I was verbally instructed or informed by that Intendant, who would have continued to make the same use of the lands, if the course of his affairs had not been paralyzed in consequence of the order of the Commandant of the province, dated 1st of May, 1804, to the Governor of Baton Rouge, which was transmitted to me, officially, on the 18th of June following, and says: "From the receipt of the present you shall not permit any survey of land to be made without my order, nor to give possession of those which have been sold by the Intendancy from the 18th of May last year." The Intendancy suspended and apprised

the King. And his Majesty, by royal order of the 20th of February, 1805, communicated through the ministry of finances, and which was likewise officially communicated to me on the 3d of August, made the following declaration: "The King being apprised of what you expose in your confidential letter of the 31st of July of last year, No. 48, in which you report that the Commandant of Pensacola, Don Vincente Folch, had ordered the Governor of Baton Rouge not to permit, from the 30th of June, any survey of land to be made without his order, nor possession to be given of the lands sold by the Intendancy, from the 18th of May, 1803, which has caused the injuries which you state, his Majesty has resolved to have communicated to the said Commandant, as I do it under this date, what has been disposed upon this affair in the royal orders of the 22d of October, 1798, 14th of November, 1799, and 29th of May, 1804, declaring, in consequence, that you must continue to their ends the unfinished records, and the others which may occur; hoping, from your known zeal, that you will try to draw as much profit as possible in favor of the royal treasury from this branch." In consequence of which, and the American Government having opposed itself to the farther continuation of the Intendancy in New Orleans, it was transported to Pensacola, in the beginning of 1806, where several of these affairs, still pending, were concluded, until new circumstances again paralyzed the sale of lands.

Although those who had bought and obtained their titles in form, thought they had the most complete security in these properties, in consequence of the royal orders, approbations, and declarations, still, in the end, they were disturbed, and threatened to lose them: for, about the year 1810, I do not recollect well if before or after, the Americans began to

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show their pretensions, that the territory in which they had been made, and all that as far as the Perdido, which is not very far from Pensacola, were component or integral parts of Louisiana, and to divulge the nullity of the sales made by the Spanish Government: and, as from the said year 1810, and following, they began to take possession, by force, of all the extent of the said territory, they invalidated them in fact. However, new hopes came to reanimate the persons interested, when they heard that negotiations were begun in order to obtain the Floridas, and they flattered themselves that the treaty would clear this point, and put an end to these difficulties; and, in effect, some would think them terminated by the tenor of the article eighth, but it is not so; for it seems that the limits of West Florida, not having been too much defined in the second article, nor this point expressly cleared, there has been a decree posterior to the date of the treaty, declaring null the concessions and sales of lands made by the Spanish Government in the Territory of Louisiana from the year 1801 or 2, and of course are comprised in this declaration; those which I have stated had been sold by the Intendancy, whose titles are rejected when they are presented in their land offices, asking to be taken notice of in the general survey, ("cadastio,") as if the ceded West Florida, in place of being bounded on the west by the Mississippi, only terminated at the Perdido. This is the great affair in the space between the Perdido and Mississippi, and not that of the small concessions or donations, which they have not disputed, and ever, as I have heard, they have acknowledged, and do acknowledge, provided, they do not exceed 1,000 acres each; and likewise I am informed that the owners of these lands sold by the Intendancy, almost all Anglo-American citizens, wait the ulterior de-

cision, in order, if it was to nullify them, to claim from the Spanish Government, through means of this, the value which the lands have now, the lands, damages, injuries, &c. Your Lordship, in consequence of this prolix or diffused report, will be pleased to determine the best; and if I have to furnish to your Lordship the detailed account which is required, I will want somebody to help me, that is, a clerk; and if possihle I should like to have Don Matteus Bauvé, formerly employed in Pensacola, attached to the Treasury of Army and National Finance. Havana, 9th of September, 1822.

VINCENTE SEBASTIAN PINTADO.

DECREE. Havana, 21st September, 1822. Let the Secretary of this Superintendency report in respect to the paragraphs 3, 4, and 5, of what precedes, if in the office of his charge are to be found the data and notes indicated, and the manner of communicating them to the Captain, Don Vincente Pintado, in order he may discharge his duty more extensively and knowingly.

PENILLOS.

Report to the Intendant of Army. In order better to accomplish the preceding decree of your Lordship, I thought proper that the Captain, Don Vincente Pintado, should join the archivist of this Secretary, in the examination of the papers which he had to do, and, in fact, having proposed to him, he most willingly agreed to the operation, which was performed with the greatest diligence. Having set apart from the papers received from Pensacola, and deposited in this office, those specified by the relation or inventory annexed, as the only ones conducive to the object of this record, the manner of delivering them in consequence of the quality and

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circumstances of the said captain, I think ought to be the only formality of signing the aforesaid inventory for the security of this Secretary, and with the condition of returning them after terminating the work for which they are given; but nevertheless your Lordship will resolve as will seem to you most convenient. Havana, 10th of October, 1822.

AROCHA.

DECREE. Havana, 24th October, 1822. Let the delivery of papers which is specified in the aforesaid annexed inventory be made according to the foregoing report to the Captain, Don Vincente Sebastian Pintado, with the conditions which are in it proposed; let the said captain include, with the due distinction in the statement requested from him, the concession of lands made by the Seminole and Lower Creek Indians, confirmed by the Commandancy and Government of West Florida, and likewise those executed by this Captaincy General, as he expresses in his fifth observation, and which he may be able to deduce from the documents which exist, and from the notes in his possession; let the said Pintado regulate himself the operation in what respects epochs and boundaries, according to his judicious and proper observations in the Nos. 6 and 7; let him illustrate all that he thinks proper to the object of our high Government, which must be no doubt to protect in their properties the owners who acquire them lawfully from the Spanish authorities, discharging the nation of the responsibility or imbursement to which in a contrary case it might remain exposed; let him have Don Matteus Bouvé, or any other proper clerk for the end he asks; and for this effect let the proper order be issued to the general ministers; let this be registered by the said Captain Pintado, in order that he begin and continue his works; and

let this record be communicated to the tribunal of accounts, in order that it furnish the notes of which there is evidence in its treasury; and let it report with the least possible delay what is to be found in this important affair, considering this decree as a political and official letter.

PINILLOS.

NOTE.—With the same date an order was communicated to the general ministers in respect to the clerk for which it speaks.

AROCHA.

On the 23d of October, 1822, I registered the preceding decree for the ends in it expressed. A true copy:

SEBASTIAN PINTADO.

Detailed account of the royal lands, waters, and lots, which were sold, conceded, and distributed by the Spanish authorities in West Forida, from the year 1801 to 1818, both inclusive, specifying the name, nativity, and residence, of the purchasers, concessionaries, and grantees, the surface of the lands and waters, and the number of the lots which they have received, either by purchase, donation, or distribution, their respective situation, the record begun on these affairs, and the other particulars conducive to fulfil the object of the royal order of the 29th of April, 1822, and the decree of this Intendancy and Superintendency General Subdelegate of Royal Finance, issued on the 21st of October of the same year. In the record which has officially been made by the same Superintendency on this matter with the greatest zeal and scrupulousness, and with a view to what has been exposed in the exordium, and the following observations of the report which I made on the 9th of September of the aforesaid year, which is to be found in the aforesaid record, likewise of the concession of lands of East Florida, which have come to my knowledge by

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the evidence of some which are found in this Intendancy, and by knowledge which I have acquired, and papers which I have seen relative to others.

Preliminary observations.—First. West Florida is understood here to mean that province contained between the boundary line or parellel of the 31st degree north of the equator, the northern limit to which it was reduced by the second article of the treaty of friendship, boundary, and navigation between our Government and the United States of America, signed in San Lorenzo del Real, on the 27th of October, 1795. The river Manchac, or Iberville, the lakes Maurepas and Ponchartrain, or what is properly called the island of New Orleans and the Gulf of Mexico, which bounds it to the south, including the adjacent islands. The river Appalachicola or Chatahoochie, by which it is bounded to the east, and which is the common boundary of both Floridas, as far as its confluence with the Flint river and the river Mississippi, including its islands, which is its true and natural boundary or limit to the west, from the Iberville to the 31st degree of northern latitude. Second. As in the course of the account which is to be given it will be spoken of arpents, acres, and caballerias, measures of surface, it is to be observed the arpents of Paris, of which use was made in Louisiana and West Florida during the Spanish domination, is a square whose side is of ten perches of Paris, and of course contains 100 square perches; the lineal perch of Paris is of eighteen feet of the same city. The acres are those used by the English in the Floridas, and 512 of these are equal to 605 arpents of Paris. The caballerias are of those used in this island of Cuba, and 4,900 of these are equal to 186,624 arpents of Paris.

No. 1. West Florida. Land sold by the Intendancy of Louisiana, and of the aforesaid province. (There follows a long document irrelevant to the subject.)

No. 2. Donations of lands. Relations of the assignations or donations of lands made in great quantity at other title than that of sale to old and new settlers which were established upon them, some of whom had their correspondent portion assigned to them, and the others had asked and obtained them in conformity to what has been said in the detailed account of all the lands sold in West Florida, with the explanations necessary for its better intelligence, and to serve to the general statement of the concessions, donations, and distributions of land, from 1801 to 1818, inclusive. (There follows a long document irrelevant to the subject.)

No. 3. Account of the distributions and donations of the royal lots made in various towns of West Florida, from the year 1801 to 1818, inclusive, showing the authority which made them the dates of the decrees of the delivery of seisin, and former title of the grantees who obtained them, and other illustrations conducive to the better intelligence, and with a view to the date which I have, and to the evidences in thi Superintendency General Subdelegate. (There follows a document irrelevant to the subject.)

No. 4. Donations of land in West Florida. Second statement, comprising those made in the 5 years, from 1801 to 1805, at the end of which the Intendancy was transported to Pensacola, in which I will follow the order of the dates in which they were issued by the Surveyor General, my predecessor, or by me as Deputy Surveyor of that province, until the last said date in which I succeeded him. (There follows a document irrevelant to the subject.)

No. 5. Donations of land in West Florida. Third statement, comprehending those made in the 7 years, from 1806 to 1812, inclusive, the Intendancy having been transported to Pensacola in February of the 1st year, and ceased on the

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9th of September of the last day in which, by superior orders, Contador de Reyago Don Antonio Cabanos took charge of the administration of the national finances, in which I will follow the same order of dates in the statement No. 4, and observing that, although I became Surveyor General from the 13th of December, 1805, date of my commission and appointment, still I did not remove to Pensacola until April, 1806, where I arrived and took possession the 12th of the same month. (There follows a document irrelevant to the subject.)

No. 6. Donations of land in West Florida. Fourth statement, containing those made in the six years from 1813 to 1818, inclusive, as likewise those confirmed, issued, and some old one, claimed and found in the office during the six years, showing the authorities which made them, and following the chronological order of the last dates, which in any way have received the documents relating to the concessions or grants, in the course of their progression, despatching until the end of 1818, laying down the last for notes, and without omitting those of their origin, and other cases and circumstances conducive to the illustration of these affairs, and with a view to what is in evidence about the data and vouchers, which will be recited. (There follows a long document irrelevant to the subject.)

No. 7. Sales of land in West Florida, supplement to the detailed account of the sales of land in the said province, from 1801 to 1818, made on the 6th of March last, No. 1, in which, by oversight, the three following items were omitted. (There follows a document irrelevant to the subject.)

No. 8. Supplement to the statement 4th, No. 6, dated 9th of September last, of those made during the six years, from 1813 to 1818, inclusive, and following the same order and

method observed and adverted in it. (There follows a long document irrelevant to the subject.)

No. 9. Detailed account of the concession of a great tract of land in West Florida, made by the Captaincy General of this island, and both Floridas, by an act registered (asesorades) on the 10th of January, 1818, to the house of John Forbes & Co., established in the said province by royal permission, in indemnification and payment of losses, robberies, damages, and injuries, which it suffered through the causes which will be related, and which were calculated to amount to the sum of 100,000 dollars, or more; and with the express clause that the aforesaid house was to consider itself as satisfied, without being able to claim from the national treasury any other compensation. This statement is a part of the general one of all the lands, lots, and waters, which are sold in said province, from 1801 to 1818, inclusive.

Description of the conceded tract. The boundaries and limits, naturals and artificials, are clearly the following. It begins on the western shore of the river Appalachicola, at a point opposite the middle of the mouth of Sweet Water creek, which disembogues from the eastern side at 21 or 22 lawful English miles, south ¼ southwest by compass from the mouth of the Flint river; in direct distance from which point a straight line runs, or ought to run, due west by compass until striking the eastern bank of the river Choctaw-watchie, and running down this on the same bank, and leaving the islands out to the mouth of the said river, in the bay of Santa Rosa, and following its eastern and southern bank, and it goes out through the eastern pass, from there following the shore of the sea or Gulf of Mexico towards the southeast; and including the island of St. Andrew's, until, doubling the coast of the cape of San Blas, it will reach a point from which the westernmost end of St. Vincent's island shall be south 14° west

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by compass, where begins another tract claimed by the same house, and which goes as far as the western bank of the aforesaid river Appalachicola, from its mouth to that of the arm which goes to lake Wimico, from whence the conceded land follows up the westernmost bank of the said Appalachicola, until reaching the aforesaid point opposed to the mouth of Sweet Water creek, and it ends. The surface of this tract of land and water is esteemed to be more or less a million and a half of arpents of Paris.

Steps taken before and after the concession and registered act which granted it according to the evidence of the record, which was shown to me for the ends which will be said, and other circumstances connected with the affair, with a view to what has been ordered by this Intendancy and Superintendency General, by decree of the 1st of October, 1822, in consequence of the royal order of the 29th of April, of the same year.

In the beginning of January, 1818, the petition of which this is a copy was presented. Your Excellency Don John Forbes, partner and director of the house of John Forbes & Co., established in the city of Pensacola, in virtue of royal privilege to trade, and particularly with the Indians of that province, in the most proper manner, appears before your Excellency, and says: That, during the movements and actions of the last war between the American Indians and the English subjects of Great Britain, our interests have suffered as well in agricultural settlements as in stores, goods, &c. more than any exaggeration can express. Many of the slaves belonging to the company were kidnapped and hidden by the Indians, whilst Colonel Nicholas remained there; and although the Government of Pensacola, after ascertaining the fact, did claim against the violent removal of the servants, all was in

vain, because they were not returned to us. In order to facilitate their restitution, without that the royal treasury should suffer a loss, to which it was and is still responsible, my company armed on various occasions vessels at their own expense, with the only object of recovering theirs. In the first which went out with the aforesaid object, the Government ordered in commission the Captain of the regiment of Louisiana, Don Benigno Calderon, together with other officers; afterwards, on two different occasions, private individuals were sent, in order not to carry the officers away from their duty; but still the result of all these missions was always not to succeed in the recovery of the stolen things. The said house sent Edmund Doyle and William Hambly for the aforesaid object, giving them considerable compensations for their trouble, and indemnifying the latter for the loss of all which he possessed: besides this, Woodbine instigated the Indians, of whom he had made himself chief, to steal negroes, and we were obliged to prosecute him, instituting a criminal action by provision against him, which occasioned us very high cost, without any good success, for he had the art or means to escape from the hands of justice; so that all the efforts and sacrifices made by the house in order to save to the Government these losses have served only to increase them. Likewise, at the same time of disorder and confusion, the said Indians carried away about a thousand beasts of the property of the company, losing in another place 38 horses and 2 mules; and, lastly, a detachment of the same burned the magazines of the house on the Appalachicola, taking with them eleven of our slaves, with all the herd of cattle, horses, and the other tools and engine which were there, without leaving any thing, and carrying prisoners Doyle and Hambly, who, with reason and justice, claim from the house for the da-

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mages and personal injuries which they have experienced in such strange and unheard of proceedings. All these losses, which, including the work of the negroes, and the capital and interest of the money, are not less by moderate calculation than $100,000, must be compensated by this superior Government, to which that of Pensacola is subject, either with money, or giving to my house some other thing equivalent. The losses are positive; they are proved; and it is sufficient to look at the correspondence which took place on this subject between the Commandant of the province and this Captaincy General, in order not to doubt of the truth of my exposition, of which likewise I can give every full proof through the Surveyor General, Captain Don Vincente Sebastian Pintado, Don Francisco de Arroyo, annexed to the Secretary of this Intendancy, and other individuals of equal respectability who have been in Pensacola in his Majesty's service. Considering, then, on one side, how difficult it will be to pay me in cash, as it ought to be done, the $100,000 of which my house is indubitably creditor, for the well known scarcity of cash in the royal chests; and on the other side, the great services which it has rendered at all times to the sovereign, for it can be said that through its name the troops of that garrison have been supported, having likewise yet to receive more than $800,000; it would considerably augment or increase the population of the province, if, in compensation of the said sum, the full property was given to the company of Forbes (which I represent) of a parcel or tract of land which is vacant, and begins at the creek known by the name of Sweet Water creek, in the river Appalachicola, and follows in a straight line west of the river Choctaw-watchie, following the course of said river to its mouth in the bay of the island of Rosas, and going towards the east by the bank of the said bay and the

sea to the western boundaries of the land of the river Appalachicola, already ceded by the Indians to our house, following the western line of these lands, and ascending the aforesaid river to the point of departure or beginning.

I know well that the aforesaid land, which for the greatest part is not fit for cultivation, does not compensate the fourth part of the sum which I claim, for the quantity of losses and damages experienced amount, as I have already said, to more than $100,000; but what is to be done? This will be another new motive to increase the love and constant loyalty which I and my partners profess to our sovereign; not wishing that his Majesty should feel the injury of such large payments, and contenting ourselves with that which, with time and our industry, may be rendered productive to the advantage of the said province, and increase of his royal patrimony.

Therefore, I supplicate your Excellency, that, in consideration of what has been represented, of what is shown in the correspondence between the Commandancy of Pensacola and this Government, upon the related damages, and of the report which I shall immediately furnish in order to prove them, his Excellency would be pleased to adjudicate in full property to the company of Forbes & Co., of which I am chief, and which I represent, the land or tract designated under the points and limits aforesaid, delivering in the necessary documents to put us in possession, by which we will consider ourselves as satisfied, contented, and compensated, as to the claims for injury and indemnifications requested; for what I ask is just, making oath that it is not through malice and other necessaries, &c.

JOHN FORBES.

To Don Pedro Antonio De Ayala.

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By decree of the 5th of said January, his Excellency ordered that the foregoing petition should be sent to the Assessor General, in order to provide what is necessary; and, by an act registered of the same date, it was ordered to receive the information which he requested, appointing for that effect the Lieutenant of Escribano of Government, and ordering that the necessary help should be given. By a decree of the 7th of the same month, the Intendancy of Army and Superintendency General Subdelegate lended his aid, ordering it to be executed without prejudice of his jurisdiction.

After receiving the information, and it resulting by it that what the said house had stated was conformable to truth, on the 10th of January, 1818, the registered act (auto asesorado) or decree of concession of the following tenor was issued:

"Having seen what precedes which were ordered to be transmitted to the consultation in this affair (consulta en providencia) of the 6th instant, and considering its merits, and to what is shown by this record, that the house of Forbes & Co., established in Pensacola by royal permission to trade with the Indian tribes, claims an indemnification of 100,000 dollars, which it has experienced in positive losses, damages, and injuries, during the movements and actions between the said American Indians and the English subjects of Great Britain, whilst the Colonel, Nicholas, remained there, and when Woodbine made himself their chief, instigating them to commit every species of robbery, upon which due reclamations were made at that time, without obtaining the restitution to the house of Forbes, the negroes, and other animals and goods of which it was unjustly deprived and dispossessed, and considering, on the other side, the tract of land they ask to be adjudicated to them, in compensation or payment of the aforesaid sum, never can amount to that value in

a province of so small a population, in which the lands remain without cultivation, nobody being there to dedicate themselves to their culture, as shown by the information taken among them, that of the Surveyor General of his Majesty, Don Vincente Sebastian Pintado, and that, by becoming the property of Don John Forbes, principal chief of that house, it may benefit it, and attract a great number of settlers to establish themselves upon it, rendering useful to the State what now is only desert and desolated; which considerations did move the worthy soul of his Majesty to offer, in a royal cedula of the 10th of August, 1805, lands to those who should like to establish themselves in the island of Porto Rico, as the best possible means of increasing a settlement or a population. Hence, his Excellency said, that, using of the power belonging to him, he did, and does apply the aforesaid tract to John Forbes & Co., under the points and limits designated in the writing of the first sheet, leaving them, by the same, deprived of all right to claim from the royal treasury the losses and damages which he may have suffered, for by its value, whatever it may be, they remained compensated of all, and the demands of indemnification they had established are cancelled. And the Commandant of the said city of Pensacola, in virtue of this resolution, shall put them in quiet and peaceful possession of the aforesaid land; for which object, his Excellency orders to give to the said house of Forbes all the documents necessary, registering the original in the archive, (asesoria.) 32 rials paid.

"CIENFUEGOS,
"DEL MONTE,
"MIGUEL MENDEZ."

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In December, of the aforesaid year of 1818, the aforesaid house presented the memorial which follows, with the decree in consequence. "Your Excellency: The house of Forbes & Co., of Pensacola, through the means of their representative in this city, states to your Excellency, that, in the middle of the disturbance and confusion occasioned in the public archives of that place by the entry and taking possession of it by the Americans, they have preserved the act, or original despatch, which the Colonel, Don Jose Masot, political and military Commandant of the province of Florida, signed in consequence of that delivered by the superior Government upon the indemnification of damages claimed by the petitioners, and wanting to have two official copies of them, to annex one to the record existing in Pensacola, and to keep the other, they supplicate your Excellency to be pleased to direct the Escribano of Government to furnish him with the two copies which he asks, which is a grace he implores. Havana, 17th of December, 1818.

"COLIN MITCHEL.

"Havana, December 18, 1818. Let it be transmitted to the Assessor General.

"CIENFUEGOS.

"Havana, 18th of December, 1818. Seen. By presenting the document which they express, let the house of Forbes & Co. be furnished with the document they solicit, (asesoria.) 16 rials paid.

"CIENFUEGOS,
"DEL MONTE,
"MIGUEL MENDEZ."

The document to which the preceding copy alludes, is of the following tenor: "Don Jose Masot, Colonel of the royal

corps of artillery, political and military Commandant of the province of West Florida, Subdelegate of royal finances in it, &c., &c. Whereas, in accomplishment of the foregoing decree of his Excellency the Captain General of this province, of the 10th of the present month and year, to which, by way of indemnification, it concedes to the house of Forbes & Co. a tract of land situated between the river Appalachicola to the east, and the Choctaw-watchie to the west, the sea to the south, and to the north by a line which has to begin opposite Sweet Water creek, being situate on the eastern bank of the Appalachicola, at about three miles north of the place called Allum bluff, and is to run west until striking the Choctaw-watchie, following from there the *sinuosities* of this river to its mouth, in the bay of Santa Rosa, from there following the eastern bank of this to the sea, the highwater mark of which will form its boundary, until striking the boundaries of the land which the said house has already acquired from the Indians, west of the Appalachicola, and it begins opposite the western point of St. Vincent's island, following from there the limits of the said land to the Appalachicola, then the course and sinuosity of the river to the point of beginning of the northern line opposite the already mentioned Sweet Water creek:

Therefore, and in execution of the aforesaid decree of his Excellency of the 10th day of the present year, I put the said house of Forbes & Co. in possession of the tract of land described; and, in consequence, I declare and give to the said company full and direct property of the aforesaid land, that, as their own property, they may enjoy, possess, sell, or alienate it, on the terms they may think proper. In faith of which, I have ordered the present to be issued, signed by my hand, sealed with my coat of arms, and countersigned by the under-

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written Secretary of this Government and Subdelegation, 23d of January, 1818.

"JOSE MASOT. [L. S.]

"CARLOS REGGIO."

In July, 1819, the said Forbes presented a writing, whose tenor, with that of the annexed decrees, is as follows: "Your Excellency: Don John Forbes, chief and director of the house of Forbes & Co., of Pensacola, in the most conformable manner appears before your Excellency, and says, that it suits my right that the Public Surveyor for his Majesty, Don Sebastian Pintado, who is Surveyor for that province, and has been transported to this place, should draw a plat of the lands which belong to me in these territories, and which have been given to me in indemnification of damages, this operation being registered in the office of measures, of which the said Pintado has charge, therefore I supplicate your Excellency to dispose and confirm it, observing that the officer who has to make the plat, should accept and make oath faithfully to discharge the trust, and that, after doing it, it should be returned to me for my use, which I ask in justice, and make oath not to be in malice, and the necessary, &c.

"JOHN FORBES.

"*Licenciate Pedro M. Rodriguez.*"

Havana, 28th of July, 1819. Let it be remitted to the Doctor Don Francisco Guittaro, in consequence of the sickness of the Asessor General.

CIENFUEGOS.

Havana, 29th of July, 1819. Seen, do as asked in the writing immediately preceding; (asesoria.) Sixteen rials paid.

CIENFUEGOS.

Doctor Guittaro.

On the 13th of July the last act was notified to me, for my acceptation and oath. I accepted to form the topographical plan of the land, according to the data which I had, and not by actual measure, for it was not possible for me to transport myself to the place, and, as well as these data would permit, likewise to explain with clearness its boundaries, and register the same, that it may serve as evidence at all times, for which end I asked the data which were communicated to me through the documents aforesaid, and accordingly accomplished it on the 15th day of September of the said year, annexing the graphic description or plat, which I return in original to the person, as it has been asked and ordered. After having taken due notice of it, I despatched the plat under No. 1,869, and I registered it with the same number which belonged to it in the series, on the 17th of the said September, specifying the boundaries as they are described in the beginning, and estimating the enclosed surface at 1,500,000 arpents, more or less, of water and land. Havana, 31st of October, 1823.

VINCENTE SEBASTIAN PINTADO.

No. 10. Statement of the records begun and followed, about purchase of royal lands in West Florida, from the year 1801, and which remain imperfect in consequence of the eight rules fixed by the council of royal finance, held on the 22d of November, 1806, in consequence of what his Majesty had disposed for that Intendancy in royal order, dated in Aranjuez, the 31st of March in the same year. (There follows a document which is irrelevant to the subject.)

No. 11. Indexes of the ten numbers containing the general detailed account of all the lands, lots, and waters sold, conceded, and distributed, in West Florida, from the year 1801

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to 1818, inclusive. (Here follows a document irrelevant to the subject.)

No. 1. East Florida. Statement of two considerable concessions of land in East Florida, made by the authority of this capital, the only ones of which I have knowledge, the one for having seen the documents relating to it, and taken note of them, the other for having been granted in my time by the Superintendency General Subdelegate of royal finances, which was sold likewise to both Floridas. (*There follows a document relating to the claims of Arumbide and Arredondo, irrelevant to the matter.*)

No. 2. East Florida. Detailed account of the great cessions of land made by the Seminoles, or Seminoles and lower Creek Indians, to the Scotch house of Panton, Leslie, and Company, and to that of John Forbes and Company, successor of the first, both established in Pensacola, in payment of debts contracted by the said Indians, and in indemnification of robberies and depredations committed by the same, whilst commanded by the adventurer, William Augustus Bowles, in the years 1792 and 1800, as it appears, and of another cession of an island made to Don John Forbes in particular, the whole approved or confirmed by the Government or Commandancy of West Florida in 1806 and 1811.

Preliminary observations. First. As these lands are situated to the east of the Appalachicola river, with the exception of a comparatively small portion of land, which is to the west of the same river, and as this is the common boundary between the two Floridas, as far as its confluence with the Flint, therefore the territories ceded belonged to East Florida, and therefore what relates to them, is inserted in the account relative to the said province.

Second. Although the Intendancy, which from Louisiana was transported to West Florida in 1806, was governed or regulated by the royal ordinance of the Intendants of New Spain, nevertheless, no steps whatever were taken by the said authority about these cessions of land, nor did it as such take any notice of them. Nevertheless, there are found in the archives of the Secretary of this Superintendency General Subdelegate of royal finance of this island of Cuba, the three original records which were made in the aforesaid military and political Government or Commandancy, two testimonies or certified copies of two of the titles of confirmation issued by it in the years 1806 and '11, without there appearing any note as to the cause or motives of this removal, of which documents is extracted the account which will be given.

Third. Among the aforesaid records and titles, there is an exact copy of the testimony which had been presented to me of the concession granted by the Captaincy General of this island and both Floridas to the aforesaid house of Forbes and Company, of lands situated in West Florida, in compensation of damages and injuries, (see the No. 9, of the general account of the concessions made in that province,) but although the said copy is on paper with the proper stamp, and although it seems it ought to be attested by the Lieutenant or Escribano of Government and corporation, Don Miguel Mendez, now dead, this formality was omitted, either by negligence, or because it was thought sufficient to have a plain copy for minute account or notice in the Secretary of this Intendancy and Superintendency General; and I had forgotten to observe when I wrote the said No. 9, that I did it conformably to what I myself had copied, when the authenticated testimony which is there mentioned was presented to me: nothwithstanding, for greater security, I requested to see the original or primi-

tive record; it was shown to me, and I took an authenticated copy of it, which was given by the Escribano of Government, Don Manuel de Ayala, on the 10th of February, of this year of 1824, upon a decree of his Excellency the President Governor and Captain General, of the 28th of January, of the same year, made at the instance of Don Colin Mitchel, representative of the said house, who left it in my power.

YEARS OF 1804 TO 1806, INCLUSIVE. *First cession.*

The house of Don William Panton, Don John Leslie, and Company, represented by Don John Innerarity, presented, on the 5th of January, 1804, a petition to the Governor of West Florida, asking his permission to begin negotiations with the Indian tribe Seminole, whose chiefs, he said, had offered to John Forbes, principal partner and director of said house, to cede them a portion of the lands, which the said Indians did occupy, in the districts of Appalachie and Appalachicola, in payments of the debts which they had contracted with the said company, and robberies which they had committed in the magazines of the house, established in the vicinity of St. Mark's; and that, after effecting the said cession, it should be confirmed and assured to the company, that it may dispose of them at its will: and on the 7th of the same month and year, the said Governor decreed accordingly, with the condition, notwithstanding, that the petitioner could not dispose of the lands he would obtain from the Indians, without the knowledge of that Government.

The cession or transaction was made, as it appears, by a document in English, since translated into Spanish, in the village of Chickatalofa, on the 25th of May of the said year 1804, and in which appears the marks of twenty-four warriors and chiefs of the said tribe, and the signature of William Ham-

bly, as interpreter. In continuation of this paper is found the certificate of the Governor of West Florida, in date June 22d, of the same year, signed with his hand, sealed with his seal, and countersigned by his Secretary, attesting that the Indian chiefs who had signed, appeared before his Lordship on the 20th of June, and having given him the hand in sign of friendship, told him, among other things, that one of the motives which had caused their coming was to declare to him that they had ceded to the house of Panton, Leslie, & Co., for the debts contracted with them, and robberies committed on their stores of Appalachie, a tract of land, whose boundaries were designated in the act of cession which precedes, and that they had done it with the full knowledge of their nation, and in its name. The line or boundary of the tract of land ceded by the said agreement of the lands occupied, as they said, by them, and as expressed in the original English, which is more clear than the Spanish translation, is as follows:

A line (no doubt a curved one) beginning at the mouth of the river Appalachicola, and ascending said river, *including all its islands*, until coming to a mile of the village called Yawollee; from there it follows a straight line, until striking two miles of distance of the highest source, or head of the river Wachulla; from there, taking in the said head at the same distance, and following down the other side, or east side of the Wachulla, until reaching a point opposite the place where formerly stood the store of the said house of Panton, Leslie, & Co.; from which point it follows the river to the sea, and from there the shore, outside of all the islands, within the distance of four leagues from the continent, until striking the first point at the mouth of the Appalachicola river.

There follows another act in English, likewise translated into Spanish, of the assembly of chiefs of the lower Creeks

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and Seminoles, held, as it appears, at the Bluff of Kuheithlee, on the Appalachicola river, on the 22d of August, 1804, with reference to the above extracted act ratifying it, with the modification or difference, that the northern line, in place of running, as expressed in it, "from the east bank of the Appachicola river to a mile below Yawollee, and from there to the river Ocklockny at Burgess's ford, &c., should run from the east bank of the Appalachicola river, from a point taken five miles above Estefanulgee bluff, straight to Withlocugee, or Little river, where it is crossed by Thompson's trail; and from there following the said trail to where it crosses the Ocklockny; and from there, straight to the head of the Wanella, stopping at a mile from it; from there, it follows the course of the said river, at the same distance, to one mile below the plantation or field of William Kinnaird; and from there, straight to the river, following its bed to the sea.

By the certificate of the Governor of West Florida, at the foot of the said document of certification on the fifth of December, 1804, it is in evidence, that, on the 3d of the same month, in a great assembly of the said principal chiefs, held in Pensacola, they did declare to his Lordship, through their principal speaker, that, with the general consent of their nations, they had confirmed the cession of lands made to the aforesaid houses in the month of May of that year, whose boundaries had been designated with more precision than before, and were those expressed in the preceding act.

There follows in the record the accounts of debts, and statements of the losses and costs, and then the records of possession, measurement, and demarcation of boundaries, and the acknowledgment of these being agreed upon, to which several Indian chiefs did put their marks, and the certification of the Commandant of the fort of St. Mark's of Appalachie, Captain

Ignatio Balderas, and other witnesses, that the said Indians signed it in their presence; and all these records and certificates are dated on the 2d of August, 1806. To them follows a plat of the ceded lands, signed by the said John Forbes, and in continuation a last document, being a petition of the same, dated in Mobile on the 28th of November, 1806, asking the Governor or Commandant of the province, who was then there, to put him in possession of the lands ceded by the Indians, in the name of our Lord the King, whom God preserve, with the condition expressed in the decree of the 7th of January, 1804, and that the original record should be deposited in the archives of the Government of the province, giving him a summary extract of the documents comprising it, to serve him at all times as official title, which was decreed, in conformity, the same day, 28th of November; and in date of the 3d day of December of the same year, 1806, the title of confirmation was despatched to him by the said Governor, Don Vincente Folch y Juan, commanding to file, in the archives of that Secretary, the original record and copy of the title. From which it is evident, as it has been said, it is found in the archives of this Intendancy and Superintendency General Subdelegate of royal finances, attested to be conformed to the original by the Provisory Governor of the said West Florida, then Col. Don Francisco Maximilian de St. Maxent, on the 20th of December, 1811, sealed, and countersigned by his Secretary. In none of the aforesaid cases or documents is it said what is or may be the surface enclosed in the tract of land ceded and demarked in the aforesaid limits; but, according to the topography of that part of the province, and the latest information, it appears to contain, more or less, a surface of a million and 200,000 arpents of Paris of land and waters, exclusive of those of the bay of Appalachicola.

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YEAR OF 1811.

Second cession. The house of Don John Forbes & Co., established at Pensacola, represented by John Innerarity, exposed in a petition of the 7th of July, 1811, made to the aforesaid Governor, Don Vincente Folch, and accompanied by several documents which will be mentioned, that in consequence of the council held in Pensacola on the 22d of January of the same year, by the principal chiefs and head men of the lower Creek Indians of the rivers of Chattahoochie and Flint, presided by the same Governor, with a view to agree upon a way of paying to the said house the sum of $19,387 4½ rials of silver, to which amounted the statement No. 1 of the debts due by the Indians and traders of the same towns, and according to what they had negotiated in the month of April, 1810, in the village of Tuskalatofa, they have agreed upon the contents of the documents No. 2, and its translation No. 3, which was to cede and transfer to the House of John Forbes & Co. in payment and compensation of the aforesaid debts, two tracts or pieces of land contiguous and cotaminous to those which, in 1806, the said chiefs had ceded to the House of Panton, Leslie, & Co., for a similar reason, (see the cession No. 1, in this statement,) and that the said chiefs and head men had again united at Prospect bluff, on the Appalachicola, ratifying the said cession to the house of Forbes & Co., and appointing deputies to assist with the surveyor (who it is not said, nor do I know who it was) to the demarcation or running of the line as proved by the No. 4, and its translation No. 5, and all that had been executed, as it appears by the act or paper signed in fort St. Mark's, before its Commandant, Captain Don Max. de Villiers, by the commissioned chiefs, and which was annexed under No. 6. No other formality remaining,

he went on to say, for the conclusion of this affair, but that his Lordship would interpose his authority, confirming the cession, and *using of the authorities which the King our Lord, whom God preserve, had conferred upon him*, he should be pleased to order the expedition of the formal title, on the same conditions that had been despatched to this house, as representatives of that of Panton, Leslie, & Co., concluding by asking that the original records should remain in the Secretary of that Government, after having registered the two titles, he went on to say, in the office of the Surveyor General, (who did not have any thing to do as such in this affair,) nor are there to be found in the records or titles any note or signature of him. On the following day, 8th of June, 1811, it was decreed in conformity, under the condition that the said Forbes & Co. could not dispose of the lands, nor alienate them without previously giving notice to that Government, and that their concession should be understood to be made on similar terms to that of which the titles were delivered. The lines or limit of the two tracts of land ceded, which in reality are three distinct tracts according to the plat which was presented, being at a considerable distance from one another, and consequently without connexion among them, are evidenced by the aforesaid document No. 2, and its translation No. 3, made by me, as that of the other papers, for I was then exercising the functions of Interpreter public of that Government, this office being vacant, are as follow: First tract. A line beginning on the river Appalachicola, at the actual corner of the boundary of the land which had been ceded to the house of Panton, Leslie, & Co., ascending the said river, and including its islands as far as Sweet Water creek; from there ascending said creek to its head; from there running in a northeast direction, until striking the line of the land already ceded

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to the House of Panton, Leslie, & Co.; from there following the said line (without including any surface) until it crosses the river Ocklockny, (from whence it begins to include surface;) from there, as they then supposed, following a southeast direction, until striking St. Mark's river, (which is already a different land from the preceding, although it is represented as an integral part of the first tract;) from there following the course of the said river, and including all its islands to its union with the sea.

Second tract. All that space of land to the west side of the Appalachicola, beginning at its mouth, and ascending the said river to the mouth of lake Wimico; from there, ascending the said lake for the supposed distance of three English miles; from there, following a straight line, crossing creeks, bays, and other waters, until striking the westernmost point of St. Vincent's island, otherwise called Deer island; from there, round the same in all its extensions; and from there, to the point of departure at the mouth of the Appalachicola river, including all the islands within the said limits, which were naturally ceded to the house of Panton, Leslie, & Co.

The document No. 4, and its translation No. 5, to which reference is made in the aforesaid petition, is the agreement or cited act which they made at Prospect bluff on the 22d of April, 1811, in which there are the marks or crosses of fifteen principal Indians, and the signatures of three witnesses, and at the end the attestation of the Commandant of St. Mark's of Appalachie, Capt. Don Max. de Villiers, and two assisting witnesses, dated on the 25th of May of the said year 1811, before whom, says the certificate, seven chiefs of the Seminole tribe or nation did appear, and declared that the signatures in the said paper made by them and other chiefs of their na-

tion, they did acknowledge for lawful and true, and that the cession and sale contained in it were just and valid, having been made with the full knowledge of their nation, and signed in its name.

And in the document to which this attestation is added, the Indians said that they confirmed the cession in all its parts, intentioned the same according to the annexed plat, which limits had been shown to them, marked and measured in their presence, and in that of other chiefs and head men of the said lower Creeks, who assisted with them for that object. These last chiefs are named in continuation, and they are in the number of twelve. The whole of which shows that the demarcation and measure had already been made, and the plat made according to it.

The No. 6, which has been mentioned, is properly the survey and demarcation in Spanish, likewise acknowledged, as well as the ratification of the marked limits described and mentioned in it before the same Commandant of the fort St. Mark's, and two assisting witnesses, the same 25th of May, 1811, detailing, minutely, in this survey, the courses run, distances measured, natural and artificial corners; but it is necessary to observe that that portion of land ceded and marked, which confines to the east with the river St. Mark's, and its bed, as far as the sea, involves and includes the fort of St. Mark's, of Appalachie, without there appearing in these cessions, surveys, and transactions, nor in any other part of what had been done, that the said fort and corresponding land had been excepted, or any other of the (regalias) of the august sovereign.

In the original record, there follows, marked No. 7, a statement of costs occasioned to the house during the negotiation with the Indian chiefs, and other steps taken to obtain the cession of the two aforesaid tracts of land, and which, accord-

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ing to it, amount to $3,492 6½ rials; and this record terminates with a plat, in which these lands are figured in three distinct portions.

In date, Pensacola, 15th of June, of the said year 1811, title of confirmation was despatched to him, agreeably to the decree of the 8th of the same month and year, and in it reference is made to the two tracts which had been designated by the Surveyor General of the province in the plat which this had made, and which was annexed to the original record, commanding a little farther, that the same Surveyor General should register not only the title, but likewise that issued in 1806, for similar motives, and that of the island ceded to Don John Forbes in particular, as is evident from the copy or testimony, which, according to what has been said at the beginning of this statement, observation 2d, is found in the Secretary of this Superintendency General Subdelegate; neither in the record, nor in the title or plat which is found in the first, it is said what is the surface of those lands; but in another plat, signed by the aforesaid John Forbes, that of the 2d portions, which, according to the cession form the 1st tract, are calculated and noted by him, and are—

That land comprised between St. Mark's river and the eastern boundary of the cession made to the House of Panton, Leslie, & Co., he calculates to be 82,500 English acres, or 97,485 arpents and $\frac{45}{128}$ of another. The portion contained between the western limits of the superior part of the cession, to the aforesaid house of Panton, the river Appalachicola, and Sweet Water creek, according to the calculation of the same Forbes, is 18,500 acres, equal to 21,860 arpents and $\frac{44}{128}$ of another. The other portion between the Appalachicola, lake Wimico, and the line drawn to opposite the westernmost coast of St. Vincent's island, including that, has not been calculated by the said Forbes, nor is it easy to calculate it, for this land

is figured in a different way in the record of the affair, as it has been said. Taking, however, the middle term between the 2d configurations, it can be calculated, more or less, at 65,000 arpents of land and water, including the channel which separates the islands from the continent.

Third cession. On the 7th of June, 1811, Don John Innerarity, attorney of John Forbes, presented to the Governor or Commandant of West Florida a petition, exposing that as shown by the annexed document No. 1, and its translation No. 2, the principal chiefs and head men of the towns of the lower Creeks and Seminoles, in consideration of the great services which the said John Forbes had rendered them, and of the peculiar kindness with which he had treated them since the year 1785, in which the house of Panton, Leslie, and Co. was established in that province, they unanimously agreed, in a council held in the village of Tuscatalofa, on the Chattahoochie river, on the 10th of April 1810, generously to cede and transfer, of their own accord, to the said John Forbes an island of about seven miles in length, and one or more wide, being in the Appalachicola, opposite the store or factory that then existed there, for him to own it in all its extension, and disposing of it in favor of his heirs, transferring his right to whom he should think proper, and that in virtue of that, and there being evidence of the ratification of this cession, by the document No. 3, likewise annexed, signed by the same chiefs before the Commandant of the fort of Appalachie, it wanted only (he went on to say) that his lordship should interpose his authority, ratifying the said cession, and ordering the expedition of the official title, on the same conditions of that despatched to the house of Panton, Leslie, & Co., and that which was to be issued to the said Don John Forbes & Co. On the 8th of

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the same June, it was decreed as requested, with the understanding that John Forbes could not dispose of the island, nor alienate it without the notice of that Government, and that this concession should be understood to be on the same conditions with that whose title had been delivered on the 3d of December 1806.

The aforesaid documents, Nos. 1, 2, and 3, corroborate the exposition, and all three are found, in original, in the records of the affair. The first being the aforesaid cession, made at Prospect bluff on the 22d of April, 1811, and the signatures or marks being acknowledged before the said Commandant of fort St. Mark's de Appalachie, Captain Don Max. de Villiers and two witnesses on the 25th of May, of the said year. The No. 2, its translation from English in Spanish, and the No. 3, being another document in Spanish, signed in the presence of the said Commandant De Villiers, witnesses and interpreters, in which, referring to the council held on the 26th of April, 1810, and that the aforesaid of the 22d of the same month, 1811, seven Indian chiefs, under their marks of the *sign of the cross*, say, to have assisted to the latter, in company with Don William Hambly, agent and interpreter of Don John Forbes, and Don Daniel Blue, retired English officers *as Surveyor*, for the demarcation of the island, whose courses and distances, as they said, were evidenced by the plat annexed to the paper in question, although, in the plan annexed to the record, they are not mentioned, and represent only the situation and figure of the island, in consequence of which, and of the scale of the plan, it is shown to contain 6,800 arpents, more or less.

Total sum of arpents to which, more or less, amount the foregoing concessions, made to the aforesaid house and to their principal partner, 1,391,145$\frac{45}{64}$.

Note. The copy of testimony of the title of confirmation of the aforesaid island in favor of Don John Forbes, is not to be found in the Secretary of Intendancy General Subdelegate of royal finance, for which reason its date and circumstances are not mentioned. Another note: Although the lands, mentioned in this detailed account rigorously, are situated in East Florida, for the Appalachicola river divides the two Floridas, nevertheless, it is to observe for the proper use, that the fort of St. Mark's of Appalachie, to where the aforesaid land reaches, although it be in the territory of East Florida, was garrisoned with officers and troops, and provided with provisions from Louisiana and West Florida, since many years, no doubt by superior disposition, in consequence of the greater facility with which it could be helped with more promptness and convenience than from St. Augustine; and probably it was the determination of this Captaincy General, to which likewise belonged these three provinces, which order it would be proper to look at, to deduce from it the lawfulness of the authority with which these Governors exerted jurisdiction and power upon that part of the territory in question, which perhaps might be satisfactory to the Government, and to the parties concerned.

With this ends the No. 2, and last of the affairs of land of East Florida, which have come to my notice or knowledge, as I have stated in the beginning of the No. 1 of the general detailed account of all the lands, lots, and waters, sold and gratuitously ceded in West Florida, from the year 1801 to 1818, inclusive. Havana, 20th of August, 1824.

VINCENTE SEBASTIAN PINTADO.

I certify that the copies which precede are literal copies of the original existing in the Secretary of this Superinten-

dency General, and of those which are in my private archive, to which I refer, and in virtue of the order of his Excellency the Consular of State, Intendant and Superintendent General of the royal finances of this island of Cuba, in its decree of the 5th of December last, I give the present in 119 sheets of common paper, in the ever loyal city of Havana, the 26th of February, 1829.

VINCENTE SEBASTIAN PINTADO.

I certify the foregoing to be a true translation of parts of a Spanish document which I have countersigned in varister, August 9th, 1829.

ACHILLE MURAT.

EXHIBIT L L.

Department of State,

Washington, 7th May, 1829.

SIR: Enclosed is a document received at this department from the Spanish Minister, and having reference to the same subject as that which was forwarded to you with my letter, dated the 28th April, and of which Judge Randall was the bearer.

Respectfully, your obedient servant,

M. VAN BUREN.

James G. Ringgold, Esquire, Attorney of the United States for the middle district of Florida.

TRANSLATION.

Legation of Spain.

SIR: After having had the honor of transmitting to you, with my note of the 10th April last, the list of grants of land made in Florida by the government of the King, my master, the receipt of which you had the goodness to acknowledge

on the 15th of the same month, I received, officially, the accompanying report, with the documents therein cited, which was made out by the Superior Accountant of the Havana, and belongs to the general statement or list above referred to; I have therefore deemed it my duty to address it to you, and seize this opportunity to renew the assurances of my high and distinguished consideration.

Your obedient servant,

FRANCISCO TARON.

To Mr. Van Buren.

TRANSLATION.

To the principal treasurers: In consequence of what has been provided in the royal order of the 29th of April of last year, by which begins this record of what has been reported by the officers of the principal treasuries (ministros de la cajas principales) of both Floridas, Don Fadeo de Arribas, Don Gonzalo Garcia del Prado, Don Juan Miguel del Loyada, the Surveyor General of West Florida, Captain Don Vincente Sebastian Pintado, and the Escribano of Government and royal finances of East Florida, Don Juan Entralgo, in their several informations, official letters, and reports, which precede the board of memorials, (mesa de memorias,) proceeds to furnish what it has been ordered to give about the concessions, donations, or sales of lands, houses, and lots, in both Floridas, of which there is evidence or note in this principal treasury, (contadoria mayor de cuentas,) in order that from the result the best may be provided towards the execution of the royal order aforesaid. Speaking, then, of East Florida, the board shows to your Lordship that there were three classes of concessions or donations; the first of the lots and houses which the British did evacuate when the province

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was returned to Spain in the year 1784, and which escheated to Spain in virtue of the 3d article of the preliminaries of peace agreed with that power; the 2d of the land gratuitously granted to those Spaniards and strangers who shall establish themselves in the province with a view to encourage its agriculture and settlement; and the 3d of which were graciously given in recompense of personal services rendered in defence of the State in that same province, and for indemnification of damages and injuries received. As to the first class of lots and houses, the Governor of said province, Don Juan Nepomuceno de Quesada, despatched an act on the nineteenth of August, seventeen hundred and ninety, (a copy of which under No. 1,) directing to proceed with the knowledge and intention of those royal treasuries, to the evaluations of the said houses and lots by competent persons named by him; and after their evacuations, to proceed to their public sale at auction, giving notice to the bidders of the conditions, that those who should take the said property should furnish security for the payment of the goods and lots, when his Majesty should think it proper, making them applicable to the repair and putting in order, within one year, the said houses, always giving the preference to the natives and Spaniards upon the others, and bearing, until paid, an interest of five per cent. a year to the royal finances.

Having executed the aforesaid evaluations and regular inventory of all the houses and lots of the place, as well belonging to his Majesty as to private individuals, describing the blocks, the number of the houses and lots, their owners and inhabitants, and those destined to the service of the royal finances, on the 8th of April, 1791, the aforesaid sale at auction took place in favor of several individuals, amounting to the sum of 14,248 dollars and 5 reals, as it appears in detail

by the certified copy No. 2, several sums having since been received in the general treasury of that province, for the aforesaid rents at five per cent. as shown by the various accounts presented in this principal treasury.

At the end of the cited statement of the auction, the right was received to provide what might be proper about the other lots, which had not been included in the said sale or auction, some by not having found any bidder, and the others by being situated in buildings belonging to individuals. The other houses, which had likewise been valued and put on the inventory, but which did not belong to the royal finances, having in the same way been set apart from the said auction, they being destined to peculiar branches of public service; and not having received any resolution upon this affair, although an account of the whole had been given to his Majesty the Governor of Florida on the 20th of October, 1798, represented it again, declaring likewise that some of those bound to the payment of the said 5 per cent. proceeding from these sales, did refuse to effect it; taking for pretext the gratuitous concessions of lands which afterwards had been made by his Majesty to the strangers who should establish themselves in that province, (of which more will be said afterwards,) and that the said houses and lots were not comprised in them, and requesting his Majesty to resolve what should seem best to him. And by a royal order of the 9th of July, 1801, (a copy of which is found under No. 3,) his royal will chose to condemn the individuals who were debtors of rents to the payment of the capital and rent of the houses and lots which they had acquired, and to approve the sales and other transactions perfected by the said Governor Quesada, ordering that a title of possession and property, securing them the ownership in future, should be issued to every one; the whole of which was ordered to be executed by the Govern-

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ment of Florida in an act of the 16th of March, 1802, (a copy of which is found under No. 4.) There is no evidence of the said general inventory and valuation of the houses and lots to be found in this principal treasury, (contadurea mayor;) but according to the verbal information received from the said accounting officers and treasurer of the said treasuries, D. Fadeo de Arribas, D. Gonzalo Garcia del Prado, there exists in the archives of the department of finances of that province, minist. de hacienda, of which the last named gentleman has charge, a bundle containing an authenticated copy of the aforesaid inventory and valuation, statements of the individuals who possessed the houses and lots of the royal finances, which were condemned in their hands, and other documents relating to the business; from the whole of which it will be possible, if necessary, to draw all the information necessary to the accomplishment of the said royal order of the 29th of April of last year.

As to the second class of gratuitous concessions of lands for the encouragement of agriculture and population, there is the official letter of his Excellency Don Luis de las Casas, formerly Captain General of this island, and of both Floridas, in date of the 29th of October, 1790, of which a copy is to be found under No. 5, in which, in answer to the official letter of D. Juan Nepom. Quesada, Governor of East Florida, of the 16th of September the same year, relating to the introduction of Irish families, which he had proposed, he declares that he could not consent to it on any other terms than on those pointed to him by the King in the royal order, which he copied in the aforesaid official letter, and which runs thus: "Do not admit settlers in Louisiana or Florida if they pretend to have their passage to these provinces and their subsistence there for any time paid by the royal treasury; but re-

ceive only those strangers, who, of their own accord, shall present themselves to swear allegiance to his Majesty, and to them concede and reserve lands gratis, in proportion to the workers in every family. Do not give them any succor, nor any other assistance than lands, protection, and polite treatment, permitting to every family to bring their property, of whatever kind, entirely free from duties; paying, however, the 6 per cent. established, in case they should export it elsewhere; and they, taking the obligation to take arms only for the defence of the province against any enemy who would try to invade it." In consequence of this disposition, several consultations were made by the Governor of Florida, which were sent up to his Majesty through this Captaincy General, and brought down the royal orders of the 14th of March, 1793, and 2d of April, 1794, copies of which are found under Nos. 6 and 7, by which the power which that Government had, graciously to concede lands to Spaniards and strangers to cultivate them, remained in force under the qualifications and circumstances which are in them prescribed.

The Government of Florida, in order to fulfil the aforesaid primitive dispositions, communicated by this Captaincy General, for the concession of the lands which were to be gratuitously divided among the families then in the province, appointed Don Samuel Eastakel, Provisory Public Surveyor, with the duty of surveying them, giving him four dollars per diem while he should be engaged in it, as shown by the commission which was issued to him on the 20th of September, 1791, a copy of which is found under No. 8, directing him, likewise, to proceed immediately to its execution, following with implicit obedience the officer who was to act as judge in this operation, and paying due regard to the proclamation and its instructions, of which copies were enclosed, noting the

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distributions as they were making, in order to be able in the end to present a general map, showing what had been distributed, specifying the quarters, and what remained yet to be distributed. Likewise, Don Pedro Marrot, Captain of the 3d battalion of the regiment of infantry of the island of Cuba, and other persons, were appointed to help the said Surveyor in said surveys, with the several salaries fixed by that Government, which were paid by the general treasury of the province, as shown by proper accounts.

In consequence of the death of the aforesaid Surveyor, Eastakel, the same Governor, on the 4th of February, 1793, appointed Don Jonas Dupont, who, likewise, was merely provisory, and with the same salary of $4 per diem, employed in this duty; he, likewise, having received on the 16th of September, 1793, 416 dollars and 2 reals for the time he applied himself to it, as shown by the proper accounts.

The Surveyor must have made the aforesaid surveys, and likewise have formed the general map of the land already distributed, and to be distributed, to that time, as he had been directed to do: likewise, that Government must have given due notice of these operations to the general treasury of army and royal finances of that province, to be used as due evidence, and for the other purposes of the service; but this not having been done, as it has already been shown, by the aforesaid officers of the treasuries, Don Fadeo de Arribas and Don Gonzalo Garcia Prado, nor any documents relating to the said concessions and distributions having come to this principal treasury, this board of memorials cannot give any information. They could, however, be deduced from the records made in the office of the Secretary of that Government, or from the deeds of property executed *en la escribania* of public and royal finance of that province; but as both archives were taken

possession of by the Government of the States, without inventory, and with force of arms, when the said province was surrendered to it, as has already been reported by the said escribano of royal finances, Don Juan Entralgo, there is no data here by which it can be done. It is the same case with the 3d class of concessions of lands, which, according to the regulations established in that province, (of which, likewise, there is no evidence in this principal treasury,) were made by his Majesty in the royal order of the 29th March, 1815, to members of the white city companies of said province, and to the married officers and soldiers of the 3d battalion of the regiment of infantry of Cuba; which recompenses were proposed among others by the Governor of the province to be given for the services they rendered in time of the insurrection which there occurred in 1812, as it is shown by the copy No. 9; there being, likewise, no nominal statement in this general treasury of all the individuals to whom such graces were granted, as it is shown in the answer given upon this point in the same document No. 9.

Besides the foregoing concessions of lands, others were since made by the Governor of Florida, as well in recompense of services rendered, as for indemnification of damages and injuries received, as the said escribano of royal finances, Entralgo, has reported. Likewise, the Superintendency made directly several concessions, and confirmed and approved others, in the years 1817 and 1818, as it has been shown by the said Surveyor General, Captain Don Sebastian Pintado; and, although neither evidence nor memorandums of them have been found in this principal treasury, the said surveyor took them in his official letter, as he has shown in his cited report, and he has offered to give any information about them, as he states in the end of his cited official letter

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of the 5th of March last, which accompanies the documents relating to West Florida, from No. 8 to No. 11. What has been found is the sale or exchange made by the Government of Florida with Don Juan Russell, of one thousand acres of land for a schooner, which the royal finance wanted to be employed in the service of the King, and which was valued, with all her apparel, at $2,600; and his Majesty was pleased to approve of it for that time only, by the royal order of the 14th of June, 1814, in consequence of a want of money in the province, as the copy No. 10 shows.

Having furnished all the information relating to the province of East Florida, the board of memorial passes to West Florida. As Don Miguel de Lozada, formerly cashier of this treasury, has already reported upon the sales, concessions, or donations of lands in the province, and of houses and lots in the city of Pensacola, and of lots in the gardens above adjoining it, and as there is another report, more full and circumstantiated, by the Surveyor General of the said province, Captain Don Sebastian Pintado, contained in the one he did give in this record on the 9th of September of last year, and in the statements, reports, and indexes, from No. 1 to 11, which he enclosed to this Superintendency, with official letters of 20th March, 30th of April, 30th of June, 16th of September of last year, and 5th of March last, the board of memorials taking into consideration that both agree in stating that there is evidence of the sums received for the amount of the aforesaid sales and concession to be found in the proper accounts of the principal treasuries of the provinces of Louisiana and Florida, and that, in the cited statement No. 1, dated 6th of March, 1803, the said Captain and Surveyor describes the lands, waters, and lots of the royal domain, which were sold, conceded, and distributed by the

Spanish authorities in West Florida, from the years 1801 to 1818, both inclusive, specifying the names, country, and residence of the purchasers or grantees, the quantity of the lands and waters, and the numbers of the lots which they received by purchase, donation, or distribution, their respective situation, and other circumstances connected with the object of the above recited royal order of the 29th of April, 1822, which provides for it. This board of memorials, in order to ascertain the aforesaid sales and concessions, of the respective receipts made in the royal treasuries, has proceeded to examine the books of account of the principal treasuries of Louisiana, of the years from 1801 to 1805, where they stopped in consequence of that Intendancy having been removed to the place of Pensacola, in February, 1806, in virtue of the retrocession of that province to France, and likewise those which exist in the archives of this principal treasury, and those which, in order to complete this report, have been asked and sent, touching the treasuries of Pensacola of the same years, from 1801 to 1818, both inclusive. Proceeding, then, to verify the various items comprised in the cited statement No. 1, of the Surveyor General, of the 6th of March, 1823, as to the essential parts, as the names of the persons to whom lands or lots were sold or granted, their place and situation, the number of arpents of lots, their price, and the date of the receipt in the royal treasury, this board of memorials has found the statement, which it encloses to your Lordship under the No. 11, and which shows all that in detail, specifying as to the lands in the first column, the numbers of arpents sold, and in the second the amount and the duty of mediannata received in the treasuries, and as to the lots in the last column only their amount and mediannata, keeping in all the same order and situation of dates and items, and the num-

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ber of purchasers as shown by the same statement No. 1 of the aforesaid Surveyor General, in order to facilitate the intelligence of both operations, according to the diversity of the cases and circumstances which are shown in it by the said Surveyor General, and which are likewise indicated here with a similar intent, as comprised in the cited statement No. 11, which is annexed to this report. According to what precedes, it has been shown in the first remark of the said statement No. 11, that in the years 1801 and 1802, although several tracts of land were asked to be purchased, surveyed, and valued, there does not appear in the books of the royal treasuries of Louisiana, for the same years, that any sum was received for their price or value; but, however, the receipt took place in the following years, as it is shown by the said Surveyor, Captain Don Sebastian Pintado, as it will be demonstrated.

Likewise, in the ledger of 1803 and 1804, the entries of the amount of the royal lands sold were found comprised between the items 1 and 15 of the said statement No. 1 of the Surveyor, as shown in the said numbers of items of the enclosed statement No. 11, only, it is to be observed, that in place of the 35,000 arpents sold to Don Geronimo Lachiapelle in two different tracts and places, according to the item No. 15 of the said No. 1, the entry of the amount of the 1st, 28,692 arpents, only, is found, and not that of the 6,308 remaining, as shown in the said item No. 15 of the said statement No. 11, and therefore they were not included in their respective column, no more than their amount.

Of the items between the numbers 16 and 33 of the said years 1803 and 1804 within the statement of the Surveyor, corresponding entries of their amount have been found, as it is shown in the items bearing the same numbers in the accom-

panying statement. The same thing, however, was not the case with the 400 arpents of the item No. 34, and the 100 arpents of the item No. 35, which, in the statement No. 1 of the said Surveyor, are said to have been sold in various portions and places to Don Juan Delausse, and the deeds delivered in May, 1804, for as well in the journal as in the ledger of the said year there is no evidence of the amount having been paid, nor is there any entry of any money paid in account. This is, perhaps, the reason for which the Provisory Intendant of the province of Louisiana, Don Juan Ventura Morales, did not include them in the class of sales determined in the copy, which he sent in 1817 to the General Superintendent Subdelegate, Don Alexander Ramirez, of the account of lands sold, which he rendered to his Excellency the Secretary of State and finance on the 20th of December, 1816, as it is reported by the said Surveyor in the note annexed to the aforesaid item No. 35, and this board of memorials for the same reason has not included them in the cited included statement, as it is shown in it.

Of the other items, from No. 36 to 49 of lands sold, the entry of their amount has been found in the books of 1804 and 1805 of the treasury of Louisiana, and they have been included with similar numbers in the aforesaid included statement. The items, from No. 50 to 57, relate to sales and concessions of land made in the years from 1806 to 1810, as expressed by the respective 8 items of the cited statement No 1 of the Surveyor. In the second and third observation of the included statement, it is said that in the month of February, 1806, the Intendancy of Louisiana, together with its dependencies, was transferred to the city of Pensacola in virtue of the surrender of that province to France; and that of course the entries of the amounts of those lands are to be found in the

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respective accounts of the royal treasury of Pensacola; but as those of the said years from 1806 to the 24th of October, 1811, and those of the anterior years from 1791 to 1805, together with the department of the archives of the royal finances of Pensacola, were destroyed by the conflagration which took place in the house which was used as treasury on the aforesaid day of 24th of October, 1811, as shown by the record of the event; this misfortune has prevented to know, and to verify, if the amount of the 69,890$\frac{7}{8}$ arpents of land, to which amount the aforesaid items from No. 50 to 57 had actually been received in that royal treasury. Likewise the 35 arpents 36$\frac{5}{8}\frac{5}{7}$ of pole, sold from 1807 to 1810, are parts of the sales of land made within the aforesaid years from 1806 to 1811, as is shown by the items from 1 to 3 of the supplement No. 7 of the said Surveyor General, Captain Don Vincente Pintado, annexed to the cited statement 1, which he afterwards enclosed to the General Superintendency in his official letter of the 15th of September of last year, and which was sent to the tribunal with a decree of the 17th of the same month, in order to be taken into consideration in the report requested. And this being the proper place to speak of the aforesaid three items, the board declares to your Lordship that the sale of these arpents having been made in the said years of 1807 and 1810, and the royal books and accounts of the treasury of Pensacola of the said years being part of those destroyed by the aforesaid fire, which took place on the 24th of October, 1811, it has not been able to know or ascertain if the amount had been received, as it is likewise shown in its proper place of the 4th remark of the annexed statement. The board of memorials, continuing the verification of the said statement No. 1, of the Surveyor, exposes to your Lordship, that from the item No. 57, to which reference has already been made, he continued to

show that in the years 1811, 1812, and 1813, there is no statement of having issued any title to any royal land sold, and that those lots of the city of Pensacola, and lots in the gardens above adjoining it, which were sold, will be shown in their proper place, which he has done in order to avoid confusion. Notwithstanding this declaration the board of memorials has examined the journals of the royal treasury of Pensacola, from the 24th of October, 1811, on which day took place there the aforesaid fire, to the end of December, 1812, and indeed there is no appearance of any sums having been received for sales of land. Neither the journal nor ledger of 1813 could be found, as it has been shown by the last officer of that treasury, Don Manuel Carmona, in the answer which he did give to the tribunal on the 3d of March, 1823, to the official letter directed to him on the 3d of February preceding, in which they asked him whose fault he believes it to be, that fourteen boxes which contained part of the archives of the same province of Pensacola, were thrown overboard by an insurgent corsair, while they were in the act of being transported to this place in 1818, upon the American schooner named Peggy, in consequence of the invasion of our territory by that Government.

There exists the royal cash book from the first of January to the 7th of August of 1813, and there are a few items of receipt for sales of lots in the city of Pensacola and its suburbs, and for the duty of mediannata, and they have been put down further on in the same annexed statement, keeping always the same order and position of items which are found in the aforesaid statement No. 1 of the Surveyor, as shown in it, and in its respective 5th remark.

The Surveyor, in his aforesaid statement, continues in 1814 to show the lands sold by the constitutional corporation of

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Pensacola in the months of March and June of the said year, as evidenced by the respective items, marked with numbers from 58 to 63, inclusive; but as the journal of the treasury of Pensacola, from the first of January to end of the same year of 1814, has not been sent to this principal treasury, having not been found, and in the ledger there is only an index by heads, it was not possible to ascertain the receipts which must have been made for the lands to which relates the aforesaid six items, amounting to 5,523 arpents, for although the journal from the 1st of November to the 31st of December of the same year of 1814 is found, no receipt appears to have been made, as it has been said in the sixth remark in the annexed statement. Of the other items of lands sold by the subdelegation of the royal finances of West Florida in the years of 1815 and 1816, marked with the numbers from 64 to 69, amounting to $2,393\frac{3}{5}$ arpents are found the correspondent receipt of 418 dollars 7 reals and 7 m., as shown in the items which, under similar numbers, are found in the annexed statement. After the cited item No. 69 of the statement No. 1 of the Surveyor, there follows the recapitulation of the arpents of land sold by the Intendancy of the province, the constitutional corporation and subdelegation of royal finances, whose total sum amounts to $772,447\frac{23}{40}$ arpents, to which adding the 35 arpents 36 perches and $\frac{5}{34}$ of the supplement No. 7 to the statement No. 1 of the same Surveyor, in date of the 12th of September, 1823, a general total sum is composed of 772,482 arpents and $\frac{131}{140}$.

The board of memorials, following the same order, has formed another recapitulation composed of the items from No. 1 to 6, and comparative specification from No. 7 to 13, in which it ends; and by which it results that the arpents of land sold, and the receipt of whose value in the royal treasury is

in evidence, is 640,725 arpents and $\frac{7}{10}$, amounting to $55,129 2 reals and 14 m.; that those which are sold, as shown by the same Surveyor, and of whose amount there has not been found any receipt in the treasuries, is of 56,308 arpents. And lastly, that those likewise sold, as shown by the said Surveyor, and whose amount it has not been possible to ascertain if it had been received in the treasury or not, either by the royal books and accounts having been burnt, and others missing, as it has been shown, is of 75,449 $\frac{33}{148}$ arpents, showing that the total of the aforesaid 772,482 arpents and $\frac{131}{140}$, reported to be sold by the Surveyor, agrees with the total sum which this board of memorials has formed, with the distinctions adverted to; the statement No. 1, and the supplement No. 7, of the Surveyor General remaining, therefore, respectively proved, in the indicated parts as far as the aforesaid recapitulation. Having shown, as it has been done, the quantity of land sold in the years from 1801 to 1816, what amount of them has been received in the treasury, and the difference observed, together with the other consequences drawn, and in the years of 1817 and 1818, not finding any memorandum of sales of lands, unless it be the concession which in January, 1818, was made by this Captaincy General in favor of Mr. Forbes and Company, which, according to what the said Surveyor says, amounts to a million and a half of arpents of land and water, for indemnification of damages and losses sustained, of which the said Surveyor, as it was not a direct sale, but a concession, intends to speak in another place, as he expresses in the statement which follows the said recapitulation, and to which relates the seventh remark of the enclosed statement No. 11; this board proceeds to report of the other class of sales of lots made in the years from 1801 to 1818, of which continues to treat the aforesaid

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statement No. 1 of the Surveyor, and the statements No. 11, which the board has formed and annexed. He says in his aforesaid statement, that, in the years 1801, 1802, and 1803, there is no evidence of any lots having been sold, either of the city of Pensacola, or the gardens above adjoining it, or of the other cities of the province, although several petitions had been presented for those of Mobile, and orders were accordingly given to survey and value them. Having examined the books, accounts, and vouchers of the years 1801, 1802, and 1803, of the principal treasury of New Orleans, no receipt is found for sale of lots. The royal books of the treasury of Pensacola for the same years were comprised with those which were lost in the aforesaid fire of the 24th of October, 1811, and of course it could not be ascertained if there was in them any entry of receipts for lands, as it is shown in the eighth remark of the aforesaid statement No. 11. The aforesaid Surveyor proceeds in his statement to show, that, in the year 1804, a council of finances was held in the city of New Orleans, where the Intendancy still resided, and remained until the month of February, 1806, in order to conclude the business arising from the retrocession of Louisiana; and that in it it was ordered and agreed upon the sale at public auction of the houses and lots in Pensacola, which were called of the King, and which were those which, having been abandoned by the British, remained in the class of goods *monstroncos*, and, as such, belonging to the royal finance, for whose account they were rented until that year; that the auction and the deeds were executed in the months of June, July, and August, of the same year of 1804, as he concludes from several documents, and that as neither the Surveyor or his predecessor had any interference in that business, he cannot tell how many houses were sold, nor the numbers of their lots, but that there exists in the pub-

lic office of Pensacola the record of the deeds by which means what is necessary may be ascertained. That likewise he cannot cite with exactness the day, month, and year, in which the council was held, not having found the books of the acts at that time, it having probably been lost when the corsair threw overboard eleven of the boxes of papers which the American schooner Peggy was bringing to this port and place. For it is very amply shown that they contain the document left in Pensacola with the Subdelegate *Masot*. The books and quires to which he refers contain the councils of royal finances, held in Louisiana from 1796 to the 17th of August, 1804, as can be seen in the inventory to which he refers. Upon these points, there should be found the proper evidence in the books of accounts, statements, and vouchers, of the royal treasuries of Pensacola, for the same years of 1804 and following; but as those from 1791 to the 24th of October, 1811, were destroyed by the aforesaid fire, which took place the 24th of October, 1811, this board of memorials can report nothing upon the subject, as it is shown in the ninth remark of the included statement No. 11.

In the following years, of from 1805 to 1812, there was only the sale of the house belonging to the royal finances, which took place in 1807, to Don James Colman, priest, parson of Pensacola, and in 1810, of two lots to Don Joseph Noriega, Spaniard, as the aforesaid Surveyor reports in his often cited statement No. 1, the one graciously given, and the other paid; but as the accounts of 1805 to 1810 are part of those destroyed by the fire, he was not able to ascertain their receipt in the treasury. Not having found in the royal books of the treasury of Pensacola, from the 24th of October, 1811, to the 31st October, 1812, any sum paid for sale or auction of lots, as it is shown in the 10th remark of the enclosed state-

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ment, which agrees with the statement of the said Surveyor, that in these two said years of 1811 and 1812, there is no evidence of any sale having taken place.

In the year of 1813, the 31 lots and yards of the suburb of Pensacola, No. 68, being the last, which sale is reported in detail by the said surveyor, and the receipt of its amount appears in the royal cash book of 1813, with exception of what relates to the lot No. 37, sold to Don Francis Bonals, Spaniard, whose payment has not been found, put down in the aforesaid cash book, only one being sent in the said year, for the journal and ledger have not been found, as it is shown in the enclosed statement. Likewise, are found in the said cash book of 1813, the receipts of the items relating to the lots No. 304, 310, 311, 331, and 332, of the city of Pensacola, sold by the person entrusted with that Intendancy and department of royal finance, as reported by the statement No. 1 of the surveyor, and comprised in the enclosed statement. He continues then to state the lots of the city of Pensacola, sold by its constitutional corporation in the same year 1813, beginning by the No. 357, and finished with that of 369, and those comprised between the squares, called from the Constitution and from the King our Lord Don Fernando VII, Nos. 7, 8, 9, and 10, 12, 17, 19, and 20, and part of the Nos. 353, and 246, likewise sold in the same year of 1813 by the said corporation; and having examined the cash book of the said year 1813 of the treasury of Pensacola, which is the only one in existence, as it has been already reported, no sum whatever was found there receipted for the sale or auction of the aforesaid lots, as shown by the 11th remark of the same statement.

In the year 1814 the same corporation sold at auction the lots No. 3, 4, 5, and 6, as reported in the statement No. 1

of the Surveyor. In trying to verify these items, the board of memorials have found that there does not exist the journal from the 1st January to 19th October, in the year 1814, of the administration of the late Don Antonio Cavanas, who had charge of that department of royal finance; nor the cash book of the same year, and that the ledger has only the index of the folios of the heads it contains; and that, of course, the board was not able to ascertain if the receipt of the amount of these lots was made or not, there being in the journal from the 20th November, 1813, at which day began the administration of the Captain Don Benigno Calderon, until the 31st of December of the same year, no evidence of any sum having been paid, as it is shown in the 12th remark of the said statement. In the years of 1815 and 1816, there is no statement, memorandum, or notice of any sale of lots of the royal domain, in any of the cities of the province, according to what the said Surveyor says in his statement, nor, likewise, has any receipt been found in the journal of 1815, the only book which exists of that year, nor in those of various times of 1816, which have been found in copies, as shown by the 13th remark. The following year of 1817, the Col. Don Joseph Masot became Governor Subdelegate of royal finance of Pensacola, and the accounting officer, Don Juan Miguel de Loyada, and the cashier, Don Manuel Gonzalez Almirez, having charge of that treasury as the Surveyor, reports in his statement several lots and yards of the garden suburb were sold at auction in the month of December, 1817, which were numbered 3, 10, 18, and the following numbers to 88; and the sums, as the said Surveyor says, were received in the treasury on the 16th of December, 1817, and 9th of January, 1815, as evidence is given by the receipts of that accounting officer, dated on the 20th of the same January, which appear

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at the end of the deposition, and to which the said Surveyor refers himself. Having examined the corresponding journal of the year 1817, which was sent with three sheets torn at the end, there is no evidence of the receipt of any of the aforesaid sales, or auction of sale lots, as it is shown in the enclosed statement. Neither have been found in the said books the items of receipt of the lots of the city of Pensacola sold at auction, and marked with the numbers 27, and following to 364, spoken of in the statement of the Surveyor, except the No. 86 in the block No. 10, with the ruins of the buildings on it, which had been used as a royal hospital, whose price of 1,600 dollars was received in the royal treasury on the 16th day of December, 1817, and is comprised in the aforesaid annexed statement No. 11.

Lastly, the said surveyor says, in his statement No. 1, as regards a note added to the relation to which he refers, that on the 19th of February, 1818, the price of the sale of the 22 lots or yards of the suburbs of the city, which begins with the No. 1 and ends with the No. 321 of this aforesaid statement, had been received in the department of finance; but the book of the accounts and statement of the year 1814 not existing, but being missing, nor being it shown by the inventory of the archive of Pensacola, made on the 19th of July, 1819, as it has been answered by the last officer of said treasury, Don Manuel de Carmona, on the 20th of March, 1823, whose disappearance he believes to proceed from part of said archive having been thrown overboard, as it has been said before, it was not possible to verify the aforesaid items, as to what relates to the receipt of their price. Besides the aforesaid statement No. 1, which the aforesaid Surveyor enclosed in his first official letter of the 20th of March, 1823, of the said houses and lots sold, conceded, and distributed,

from the year 1801 to 1818, inclusive, what has been verified in the proper part of the statement No. 11, as this board has already reported. The said Surveyor likewise annexed to the said official letter the statement No. 2, of the 10th of March, 1823, containing the donations of 11,694 arpents, made at different titles other than sales to the thirty old and new settlers which are named, and were settled in them, and their corresponding portions, specified agreeably to what is said in the aforesaid statement No. 1 of all the lands sold in West Florida. This statement has been annexed for the better intelligence of the one No. 1, and likewise to complete the general statement of the concessions, donations, and distributions of land in said province, from 1801 to 1818, inclusive; but as, from the books of accounts and statements which have been examined, there is evidence only of the receipt of a tract sold in the years of 1804 and 1805 to the last purchasers, marked with Nos. 25, 26, 44, 45, and 46, as it has been shown in the annexed statement No. 11, without distinguishing or excluding from that many of the tracts assigned for gifts previously to the said thirty settlers mentioned by the aforesaid Surveyor in his note No. 2, which bears evidence of the titles which were issued there, and to which he refers himself, this board can give no information upon this point, nor likewise about the donations to the purchasers of the land sold in 1806, Nos. 51 and 55 of the aforesaid statement No. 1 having no kind of evidence, all the books, letters, and papers of said year having been destroyed in the fire which took place at Pensacola on the 24th of October, 1811, as it has already been reported. The same Surveyor, Captain Pintado, enclosed in another official letter of the 30th of April, 1823, a circumstantial statement, dated the 3d of the said month of April, marked No. 3, of the distribution and gratuitous dona-

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tions of lots of royal domains, which were made in detail in several cities of West Florida, from the year 1801 to 1818, inclusive, by the proper Spanish authorities, which he cites, and under No. 4 of the 26th of the same month of April, the 2d statement of the 177th concessions or gratuitous donations of land, made in the five years from 1801 to 1805, amounting to 99,884 arpents 98 perches and $\frac{53}{108}$; with another official letter of the 30th June, 1823, he included under No. 5 the 3d statement, dated the 21st of the same month, of the 144 concessions or donations of land made in the following years, from 1806 to 1812, by the Spanish authorities, which he cites, amounting to 284,336 arpents 10 perches and $\frac{17}{340}$.

With the official letter of the 16th of September, 1803, he encloses, under No. 4, dated the ninth of the same month, the fourth statement, comprising ninety-three donations of land, made in the six years from 1813 to 1818, inclusively; and, likewise, those confirmed, despatched, and some old one claimed, and found in the archives during the said six years; specifying by what authorities they were granted, and other necessary circumstances, amounting, in all, to 114,730 arpents 64 perches and $\frac{1}{16}$; and under No. 7, of the 12th of September, 1823, a statement of the three sales of 35 arpents 36 perches and $\frac{5}{34}$ of land, made in the said years from 1807 to 1810, which is a supplement to the other preceding statement under No. 1, dated the 6th of March of the same year, of which it has been spoken at large, in its place, of this report; and lastly, the said Surveyor, in another official letter of the 5th of March of this year, includes, under Nos. from 8 to 11, four statements, dated 20th and 31st of October, and 23d of December, of last year, and 20th of February, the present year; the statement No. 8 is a supplement of the fourth statement No. 6, comprising eighteen donations made in the said

six years, from 1813 to 1818, amounting to 22,020 arpents; No. 9 is the circumstantiated account of a great tract of land made by the Captainry General of this island and both Floridas, on the 10th of January, 1818, to the house of Don John Forbes & Co., in indemnification of damages and loss by them suffered; No. 10 is the statement of the records which took place at the purchase of lands of royal domain, from the years 1801 to 1810, amounting to 293,510 arpents; which, as the said Surveyor says, remained in the class of *iniciados*, in consequence of the rules established by the council of finances, of the 22d of November, 1806, in virtue of what had been provided in the royal order of 31st March of the same year; and No. 11 is the index of the aforesaid numbers, from 1 to 10, containing the general circumstantiated statement of all the lands, lots, and water, which were sold, granted, given, or distributed, from the aforesaid year of 1801 to 1818, inclusive.

As of all these aforesaid donations of lots of the royal domain, distributed in various cities of West Florida, in the years from 1801 to 1818, inclusive, comprised in the aforesaid statement No. 3, there is no evidence whatever in this principal treasury, no statement having been made of the respective records of these concessions, nor, likewise, is any statement or memorandum found relating to them in the respective accounts existing of the province of Louisiana and Pensacola, this board of memorials can give no information on the subject.

The case is the same, and for the same reason it is not possible to say any thing about the foregoing statements No. 4, comprising the donations of land made in the aforesaid years, from 1801 to 1818; nor of 5, of the years from 1806 to 1812; nor of 6, from 1813 to 1818, inclusive, of which No. 9 is a

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supplement; nor of the special concession comprised in No. 9. As to No. 7, which is a supplement to No. 1, of the lands and lots sold, this board has already given the necessary information, in its proper place, according to what it has found in the respective accounts. As to the aforesaid statement No. 10, of the records of what took place from the year 1801, which remained unfinished, no information likewise can be given; there being no evidence whatever in this principal treasury. As to the aforesaid index No. 11, constructed by the aforesaid Surveyor, and comprising the other ten numbers, which contains the general circumstantiated statement of all the lands, lots, and water, that were sold, conceded, or distributed, from the year 1801 to 1818, inclusive, this board has formed a general recapitulation, No. 12, which terminates the aforesaid annexed statement No. 11, in which it shows the number of arpents of land, houses, and lots, sold, according to what the said Surveyor says, distinguishing those whose price appears to have been received in the royal treasuries from those where there is no evidence of this having been the case, no corresponding entry having been found in the respective books and accounts which exist in this treasury; as likewise from those whose payment could not be ascertained, the respective books and accounts having been either burnt or thrown overboard, as it has been stated; and, lastly, it likewise indicates or shows the quantity of land and lots distributed, conceded, and given gratuitously, and indemnification of damages and losses sustained, referring to what the said Surveyor says for the better intelligence of these declarations, and in order that it may have its due effect. In terminating this report, the board of memorials did observe, that, in the aforesaid official letter of the 5th of March last, in which the aforesaid Surveyor enclosed the said state-

ments from No. 8 to 11, of which it has been spoken before, he showed, likewise, that he was still employed in the continuation of the remaining, and to what relates to the other West Florida: as, although this board has already exposed in the first part of the present report all what is in evidence, and was considered useful to illustrate, as much as possible, the subject matter about the land, houses, and lots of the said Florida, still it thought it ought to suspend, as it did suspend, its conclusions, and report to the tribunal, until having examined all what the said Surveyor reserved to himself to produce about the aforesaid West Florida, as it might have something to add or report. The aforesaid Surveyor produced, indeed, in a paper of the 2d of July last, the statement No. 1, comprising two considerable concessions of land made by the authorities of this capital, which relate—the first in the year 1813, in favor of Don Juan Xavier Arambide, Spaniard, of two leagues towards every wind situated at Cape Florida, which, as shown by the said Surveyor, makes 64,139 arpents 90 perches 304 feet and $\frac{11}{19}$ of those used in Louisiana and West Florida, while they belonged to the Spanish nation; and the second to Don Fernando de la Masa Arredondo & Son, in the year 1817, of a tract of land of 289,645$\frac{4}{7}$ English acres of those used in East Florida, situated about thirty-six miles from the river St. John, and fifty-two from St. Augustine, in the place called Neachuca, which had been abandoned by the Seminole Indians; which number of English acres, is equal to 342,250$\frac{1}{7}$ arpents of the aforesaid; the said statement concluding by showing the petition made on the 10th of November, 1818, by Don Lewis Paine, Interpreter of the Government of this capital, asking for the island called Key West, situated between the point or promontory of Florida and the Tortugas, and that the aforesaid Surveyor having reported

to this Superintendency on that petition, he did not know if it had been conceded or not, for nothing was to be found in the office of the Secretary of the respective Intendancy.

The same surveyor, in an official letter of the 20th of August last, likewise included the circumstantiated statement No. 2, of the two great cessions of lands made by the Saminales or Seminoles and Lower Creek Indians, to the Scotch house of Panton, Leslie, & Co., successor of the first, and both established in Pensacola, in payment of debts contracted by the said Indians, and in indemnification of the robberies and depredations committed by the same, whilst commanded by the adventurer, William Augustus Bowles, in the years 1792 and 1800, as it seemed to him, and of another concession of an island to Don Juan Forbes individually, all of them approved or confirmed by the Government or Commandery of West Florida, in the years of 1806 and 1811, as evidenced by the original records and documents examined by the same surveyor; which three cessions of land, situated in the indicated places, composed the total sum of 1,391,145$\frac{44}{84}$ arpents of Paris.

As to the two cessions of land comprised in the said statement No. 1, in favor of Arambide and Arredondo & Son, no evidence whatever is found in this principal treasury, no statement having been taken; the reason for which the board did not speak of them, when in the first part of this report, it spoke of the lands, houses, and lots of the said East Florida, and for which likewise no information can be given now. And as to the three other great concessions of land comprised in the statement No. 2, there is neither date nor memorandums whatever; for, although the Government or Commandery of West Florida was apprised of them in the aforesaid years of 1804, 1806, and 1811, as the same surveyor says, as the archive of that de-

partment of royal finances, and the accounts, books, and vouchers of the province of Pensacola, of the years from 1791 to the 24th of October, 1811, in which might have been some evidence, were destroyed by the fire, which took place on the same 24th of October, as it has been already stated, it is impossible for this board to ascertain any thing about these concessions.

This is all the evidence and information which this board of memorials of the principal treasury of Havana (*le mesa de memorias y alcances de la contaduria mayor de cereatas de la Havana*) can give to the tribunal. 6th September, 1824.

JUAN DE CASANORA.

Your Excellency, the Captain Don Vincente Sebastian Pintado, formerly Surveyor General of West Florida, furnished, on the 6th of March of last year, the statement marked No. 1 in this record, in which he shows the lands, water, and lots of royal domain, which were sold, conceded, and distributed by the Spanish authorities of the said West Florida, from the year 1801 to 1818, inclusive, defining in it the name, country, and residence of the purchasers, concessionaries, and grantees, the surface of the lands and of their waters, the number of lots received by sale, donation, and distribution, their respective situation, and other particulars relating to the object of the royal order of the 29th of April, 1822, with which this record begins, to which statement the No. 7, made by the same surveyor on the 12th of September of the same year, is a supplement.

Likewise, the same surveyor furnished the statement No. 2, of the 10th March of last year, comprising the grant and donations of land which were made in great quantities, at

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other titles than sales to the old and new settlers, who were found established on them, amounting to 11,694 arpents of land. And in statement No. 3, dated the 3d of April of the same year, he shows, in detail, the distribution and donation of lots of the royal domain which were made in the said Florida, from 1801 to 1818. In the statements from No. 4 to 6, and in that No. 8, dated 26th April and 1st June, 9th September and 20th October of last year, he shows likewise, in detail, the donations of land made in the aforesaid years, from 1801 to 1818, amounting in all to 135,750 arpents and $64\frac{1}{18}$. In statement No. 9, dated the 31st of the same month of October, is shown, in detail, the concession of a large tract of land which was made to the house of Don John Forbes & Co. by this Captainry General, which at that time extended likewise to both Floridas, calculated at a million and a half of arpents of the measure of Paris, in indemnification and payment of losses, robberies, damages, which it suffered, calculated to $100,000, or more.

No. 10, dated 23d of December, in the statement of the record which took place of the sales of lands of public domain, from the said year of 1801 to 1809, and of those which remained unfinished; and the No. 11, of the 27th of October of this year, is the index of the foregoing aforesaid 10 numbers, containing a general circumstantiated statement of all the lands, lots, and waters which were sold, conceded, and distributed in the aforesaid West Florida, in the years from 1801 to 1818, inclusive. Lastly, the aforesaid surveyor enclosed, likewise, the two statements, dated 24th March and 20th of August last, relating to East Florida, in the 1st of which he shows two considerable concessions of the lands of said Florida, made by the authorities of this capital to the Spanish Don Juan Xavier Arambide, and Don Fernando de la Masa Arredondo, in the years of 1813 and 1817, the only one of which the aforesaid

Surveyor General had any knowledge, amounting to 406,300 arpents 5 perches 69 feet and $\frac{893}{349}$ of the measures of Louisiana and West Florida; and in the second he shows the great concessions of territory made by the Saminoles or Seminoles and the Lower Creek Indians to the Scotch house of Panton, Leslie, & Co., and to that of Forbes & Co., successor of the first, both established in Pensacola, amounting to 1,395,135 arpents $\frac{45}{64}$ths in payment of debts contracted by Indians, in indemnification of robberies and depredations committed by them whilst commanded by the adventurer, William Augustus Bowles, in the years of 1792 and 1800. Besides these concessions and cessions of land made in East Florida, comprised in the aforesaid statement No. 1 and 2, the only ones of which the aforesaid Surveyor General had notice, others were made by the respective Spanish authorities, as shown by the board of memorials in the first part of the foregoing report of the 6th of September last. One of them was of the lots and houses which the British did evacuate when that province was restored to Spain in 1784, and which escheated to our Government in virtue of the third article of the preliminaries of peace agreed with that power. Another of the lands gratuitously conceded to Spaniards and strangers who should establish themselves in the same province, with a view to encourage its agriculture and settlement; and the third of those which were given in recompense of personal services rendered in the defence of the State in the same province, and for indemnification for damages and losses sustained, as likewise of a sale or exchange of one thousand acres of land against a schooner which the royal finances wanted for their service, as shown by the royal orders and documents, from No. 1 to 10, which the board of memorials has annexed to its aforesaid report.

Of all these classes of concessions and donations made in

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East Florida, there ought to be the proper evidence in the treasury of army and royal finances, or in the treasuries of the same province, and likewise in this principal treasury; however, a bundle containing a copy of the inventory and valuation of the houses and lots, the statement of the individuals who were in possession of houses and lots belonging to the royal finance, and to whom they were since released, and other documents relating to this point, as stated in the same report, is all that is found; which, in case it should be thought necessary for the accomplishment of the aforesaid royal order of the 23d of April, 1822, could be easily communicated by the accounting officers of the said treasuries, who still preserve their archive, to the aforesaid Surveyor General, Pintado, in order that he may form and furnish the corresponding list or circumstantiated statement of the said houses and lots.

What the tribunal considers very important it should furnish to his Majesty, in obedience to the aforesaid royal order, is the individual statement of all the concessions of lands which were gratuitously made in West Florida to Spaniards and strangers, with the interesting object of encouraging the agriculture and population of that province, and which are exhibited by the board of memorials in the foregoing report, paying due attention that, in virtue of a disposition from this Captainry General, the Government of East Florida appointed Dr. Samuel Eaestar, Provisory Surveyor General of that province, with the salary of $4 per day, and, after his death, Don Thomas Dupont, in order, with the assistance of the judge named for that operation, to proceed immediately to execute it, for his part paying attention to the proclamation and instructions, of which a copy was enclosed to him, and directing him to take notice of the distributions as they were making, in order to be able in the end to present a general

map, showing what had been distributed, specifying the quarters, and what remained to be distributed. This map of surveys and distribution must have been formed and presented to the Government of Florida, as it had been directed, and notice must have been given of it to the officers of the principal treasuries of that province, in order to be used there as necessary evidence, and to be used at all times when wanted for the service; but, this not being the case, nor the archive of the Secretary of that Government, where possibly this plan exists, having not been found in this place, nor likewise the archive of the Escribano of royal finance of that province, in which might be found the respective deeds or titles of ownership to those lands given, surveyed, and distributed; for the Government of the United States took possession of both, without inventory and by force of arms, when that province was surrendered to it, as has formerly reported the former Escribano of royal finance of that province, Entralgo, it seems to this tribunal that it would be proper to write officially what may be proper upon that point to that Government, in order to ascertain, by reference to all the aforesaid documents, and other papers relating to it, not only this class of gratuitous concessions, but the others which were made in recompense of services rendered, and for indemnification of damages and losses sustained, of which only a few have been found here, which the board of memorials specifies in the three last paragraphs of the first part of its foregoing report, relating to the cited orders, and documents No. 4 and 10, without doing which it is impossible for the Superintendency to fulfil, in this particular, the said royal order of the 23d of April, 1822.

The tribunal, passing now to give its opinion, is of opinion that the aforesaid statements and reports made by the Surveyor General of that province, from No. 1 to 9, do satisfy, in all its

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extent, the orders contained in the aforesaid royal order; the No. 1, comprising the land, water, and lots of public domain, sold by the Spanish authorities of said West Florida, from the year 1801 to 1818, both inclusive, of which No. 7 is a supplement, has been verified as far as possible by the board of memorials, by the respective accounts of the principal treasuries of the province of Louisiana and Pensacola, and the receipts made in them for the amount of land, water, houses, and lots sold, and the duty of mediannata accrued thereupon, specifying the diversity of cases and circumstances which took place, as shown in detail by the statement No. 11, made by the aforesaid board of memorial on the 6th of September last, and annexed with its foregoing report of the same date, a great many of these items remaining open and without proof, the accounts of the treasuries of Pensacola, from the year 1791 to the 24th of October, 1811, having been burnt by the fire which occurred at that place, and the royal books being missing, having been thrown overboard while transporting to this place, as the same statement No. 11 shows, and to which likewise relates part of the general recapitulation No. 12, which follows it. The other statements of the surveyor, from No. 2 to 6 and 8, comprising the grants, donations, and gratuitous distributions of lands, waters, and lots, made in the years from 1801 to 1818, and the No. 9, which relates to a great tract of land given in indemnification and payment for robberies, damages, and injuries sustained, could not be proved in any way by the board of memorials, no book, document, nor record, nor data whatever, by which it could have been verified, having come to this principal treasury, nor having found in the aforesaid examined accounts any statement relating to them; however, the aforesaid surveyor having put them down in consequence of the respective statements and

memorandums which he took, in consequence of his office as Surveyor General of that province, as he shows the board of memorials, included them likewise in the aforesaid general recapitulation No. 12.

In it, it is shown with due clearness and discrimination the number of arpents of land and water sold and gratuitously given, and of those ceded in indemnification and payment of damages and injuries received, specifying those which it was not possible to prove, amounting, in all, to 2,804,147 arpents, 73 $\frac{43}{43}$:$\frac{417}{360}$, as stated by the same surveyor; and lastly, the number of lots and houses sold. But the board of memorials found it impossible, for the reasons already exposed in the aforesaid statement No. 11, to ascertain and verify the receipt in the royal treasury of any more than the sum of $55,129 2 reals and 18 m. for the land and waters sold, and 3,490 for the lots and houses, which, both items united, compose the total sum of $58,619 2 rials and 18 m. of silver, as it is shown in the final statement of the aforesaid general recapitulation No. 12, made by the board of memorials.

This is all the information which the tribunal can give to your Excellency, made in it on the 5th of November, 1824.

VALENTIA TIO.

NICOLAS DE TOLEDO.

No. 1. An Act. In the city of St. Augustine of Florida, on the 19th of August, 1790. I, Don Juan Nepom. de Queseda, Colonel of the royal armies, Governor of its place and of its province, say: That, since his arrival in this Government, at the first examination he made of the buildings, whilst walking about the streets, he observed that many of them were in very bad order, others near falling down, and that the greatest portion

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of them were reduced to a mass of ruins. This misfortune proceeding, as he was then informed, and as he has ascertained since from the said edifices having become a part of the domain of the King our Lord at the time the British evacuated this province, their owners having abandoned them, and his Majesty having been advised of this event by his predecessor, in order that he may receive the necessary instruction relating to the conduct which he had to observe in their distribution, reparation, or sale, if it was thought proper, and in the six years of his residence in this city, no royal resolution having come down on that subject, for which reason this precious property of the royal finances is from day to day deteriorating, (so much so that in a short time it will come to an absolute end,) more to be deprecated in Florida than elsewhere, this being a place recently acquired, poor, and very far from the possessions of the Crown; and his Lordship not being able to look with indolence on such a loss, considering how much it wants a timely provision, was obliged to order, and did order, with the citation and intervention of the cashier of royal finance, that the principal master masons and carpenters should proceed to valuate what is extant of said edifices, including the lot, making a separate article of each in a record, of which this act is the beginning; and having done that, that candles be fixed in the customary places by the present Escribano, that on the day which his Lordship will fix, after having convocated the inhabitants of the province, that they may come to the Government house to the auction of all the houses of his Majesty, of which mention has been made, taking notice that those who will have to take them shall give security for the payment of the goods and lots when it shall please his Majesty, to whom an account, accompanying these documents, will be given by the first op-

portunity, and in the interval they shall pay to the royal treasury five per cent. of the valuation which shall be made; well understood that only those shall be admitted as bidders, who, besides the security already mentioned, shall give another to repair and put in good condition, within one year, the said houses, giving always preference to the natives and Spaniards before the others in equal circumstances; the plan of his Lordship being not less to save his honor and conscience by due attention to the interests of the King, than to attend to the beauty, good proportions, and convenience of the public, combining all the claims of the country and of the Spanish nation; and for all that, his Lordship has provided, and ordered, and signed, thus, (which I attest,) Quesada, before me Domingo Rodriguez de Leon, Escribano of Government. This is conformed to the original act, which remains in my power and office, and to which I refer; and I give the present for the use of the treasury of royal finances in Florida, on the 21st of August, 1790.

DOMINGO RODRIGUEZ DE LEON,
Escribano of Government.

A true copy. JUAN DE CAZANOVA.

No. 2. In the city of St. Augustine of Florida, on the 8th of April, 1791, notice having been given for the time required by law, of the sale and auction of the houses and lots valuated in the inventory, and this day having been designated for its execution, being for that purpose at the gate of the Government house, where a great part of the neighborhood convened, and in presence of the Governor and Commandery General, and of the officers of the royal finances, before me, the Escribano, having previously convocated the people at the sound of the drum, the auction was opened through the voice of John

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José, negro slave, who was used as auctioneer, in the usual style, and having admitted the several bids which took place, the time fixed for the close of the auction having come, in consequence of no one offering any more, it was concluded in favor of the persons, and for the prices which will be expressed, for the estates which are numbered, as follows:

Nos.		Dolls.	Reals.
15.	This house and lot was sold to Rafael Diaz for	470	00
21.	This house and lot was sold to the Ensign, Don Miguel Sevallos, representing the Captain, Don Sebastian Crea, for	550	00
32.	This house and lot was sold to Don Matio Guadarama for	740	00
38.	This house and lot was sold to the Adjutant of the place, Don Jose Fernandez, for	860	00
45.	This house and lot was sold to Don Rumualdo Micklafferrias for	810	00
66.	This house and lot was sold to Don Bernardo Segui for	560	00
77.	This house and lot was sold to Manuel Mareschal for	345	00
80.	This house and lot was sold to Diego Carreras for the price of its valuation, being	196	05
89.	This house and lot was sold to Captain Don Carlos Howard for	650	00
104.	This house and lot was sold to John Sanchez for	300	00
112.	This house and lot was sold to Don Miguel Hisnardi for	620	00
117.	This house and lot was sold to Juan Bantista Ferreira for	110	00
124.	The walls of this house and lot were sold to Don Bernardo Segui for	252	00

125. This house and lot was sold to Don Fadeo de Arribas, attorney for Donna Isabella Perpal, for - - - - 1,513 00

127. This house and lot was sold to Pedro Frihay for the price of its valuation - 311 02

138. This house and lot was sold to John Easton for - - - - - 300 00

174. This house and lot was sold to Don Raphael Espinosa for - - - - 450 00

188. This house and lot was sold to Antonio Llambias for - - - - 605 00

192. This house and lot was sold to Geronimo Alvarez for - - - - 400 00

196. This house and lot was sold to Antonio Palena, for - - - - 320 00

222. This house and lot was sold to Geronimo Alvarez for - - - - 610 00

225. This house and lot was sold to Antonio Mestre for - - - - - 200 00

227. This house and lot was sold to Pedro Cocefacio for - - - - - 955 00

234. This lot, and what it contains, was sold to John Hermandez for - - - 230 00

250. This house and lot was sold to Antonio Mirandez for - - - - 502 00

253. This house and lot was sold to Don Mateo Guadarama, attorney of John Rodriguez, for - - - - - 400 00

254. This lot was sold to Don Manuel Fernandez Bendichio for - - - - 300 00

255. This house and lot was sold to D. Nicholas Rodriguez for the price of the valuation 358 06

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Lastly, the house of wood which is in the plantation formerly belonging to Donna Isabella Perpal, was sold to Don Bernardo Segui for	330	00
Total -	14,248	05

The items of these auctions make a total sum of $14,248 05, errors excepted; which auction was approved in its efficient form by his Lordship, reserving to himself to take other dispositions about the other lots which are not included in this sale, some of them for not having been bidden for, and others for having on them houses belonging to individuals, likewise other houses which had been valued, having been excluded from that auction, being destined to the service of his Majesty, by which this record was concluded; the purchasers having due notice of what is provided in the act which is at the beginning, upon the manner and form of payment of the said properties, and they did sign it, together with the aforesaid gentlemen, of which I certify, Quesada, Gonzalo Zamorano, Bartoleme Benites y Galvez, Carlos Howard, Jose Fernandez Marcial, Pedro Cazifacio, Geronimo Alvarez, Miguel Hisnardis, Rafael Saavedra de Espinosa, Antonio de Miranda, Rafael Diaz, Miguel Sevallos, Antonio Lambias, Juan Bantista Ferreira, Bernardo Segui, Juan Houston, before me, Domingo Rodriguez de Leon, Escribano of Government. This is conformed to the original, which is among the records of the affair to which I refer, and the present is given for the use of the treasury of royal finances, St. Augustine, in Florida, dated as aforesaid.

[L. S.] DOMINGO RODRIGUEZ DE LEON,
Escribano of Government.

A true copy. JUAN DE CAZANOVA.

No. 3. The King. Governor and Commandery General of the province of St. Augustine, of Florida: Your predecessor, by letter of the 20th of November, of 1791, advised me, including the documents, of measures which he had taken, and sales which he had made of the lots and houses, which, having been evacuated by the British, escheated to my royal patrimony, according to the 3d article of the preliminaries of peace agreed with that power; and likewise of what had been done with several estates, the possession of the widow Donna Isabella Perpal, bought from the British in a suspicious manner, but that, besides being a widow, she was a poor Spaniard, and perhaps had acted in good faith, which did give her a claim to my royal clemency, and to which case, others were very similar, of inhabitants who were suspected of having bought houses after the time given to the British to sell had elapsed, and without your permission and interference, and as it would have been necessary to make a very long inquiry, it seemed to you better for the service to avoid it; and as the said edifices are falling in ruins, the order to proceed to their sale at public auction, having had them fresh valued by competent persons, and having given notice that those who should take these estates should give security for the payment of the goods and lots when I should think proper, besides repairing and putting in order the said houses within one year, paying, in the meanwhile, five per cent. a year, which was accordingly done so, after the purchasers had obliged themselves to pay them upon the capital sum, and this auction having taken place, the total sum of these sales amounting to 157,974 reals and 1 cuar; including the value of the houses which were said to belong to the aforesaid Donna Isabella Perpal, Don Matea Martin Hernandez, and Don Manuel Hexxera, which were declared to belong to my royal patrimo-

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ny, their sales having been fraudulent; afterwards, in a letter of the 20th of October, 1798, you showed me, with due evidence, that some refused to pay the five per cent. under pretext of the concession of lands made to the strangers who should settle themselves in that colony, and that the houses and lots of that city being not comprised in that concession, and seeing that the number of taverns and stores increased in it, without a similar increase taking place in agriculture and other branches of commerce, you did give me an account, not only of these events, but likewise of the others remaining undecided, from the time of your predecessor, in order to obtain my royal decision: having seen all that was reported on the subject to my council of the Indies, what has been reported by the general treasury, what my fiscal has exposed, and, after considering upon it, on the 17th of April last, I have resolved to condemn the debtors of rents to the payment of the capital and rent of the houses and lots which they purchased, and to approve the sales and other measures adopted by your antecessor, issuing to each a deed of possession and property, in order to ensure them the ownership of the estate henceforward, for such is my will; and of the present note must be taken in the aforesaid general treasury. Given in Aranjuez on the 17th of June, 1801. I, the King.

By the order of the King our Lord:

ANTONIO PERCELL.

To the Governor of Florida, notifying him to have condemned the debtors of rents in that city, to the payment of the houses and lots which they acquired at the evacuation of the British, and for other purposes therein contained: Let this be registered in the 7th department of the general treasury of the Indies. Madrid, 9th of July, 1801.

PEDRO APARICI.

St. Augustine of Florida, February, 1802. Let this royal cedula be registered in the treasury, and let it afterwards be annexed to the record of which he treats, and afterwards it shall be sent to the Assessor General, that he may consult me upon it.

HENRY WHITE.

This royal cedula was registered in the principal treasury, of which I have charge. St. Augustine of Florida, 18th of February, 1802.

GONZALO ZAMORANO.

This is a copy of the royal cedula which is registered in this office, of which I certify, in order to be sent to the tribunal of accounts. Havana, 7th of February, 1823.

GONZALO GARCIA DE PRADO.

A true copy.

JUAN DE CASANOVA.

No. 4. Act. Seen. Let all that his Majesty has ordered, in his foregoing royal cedula of the 17th of June last, be observed, accomplished, and executed, by posting it up for that object in the accustomed place, and inserting it at length for what relates to the royal donation and grace of the houses and lots which were sold at auction here, as belonging to the royal patrimony in the year 1791, and of the annual rent of five per cent. upon the value of the estates to which the purchasers oblige themselves. Let, likewise, be published the royal approbation of the aforesaid auction; and in consequence of the aforesaid royal grace, let the hypothecary securities, which the purchasers had then given to secure the capital and interest, be cancelled, as well as those which they have progressively given to other possessors to whom they had alienated

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them at the same time, and without losing time let the deeds of royal donation be granted, to which, for the security of the possession and property of the legitimate possessors, the royal munificence likewise extends. And whereas, in the record of the sales of the aforesaid lots and houses, doubt was entertained as to the legitimate property of those which were possessed by Donna Isabella Perpal, Martin Fernandez, and Manuel de Herrera, which, notwithstanding, were sold at auction as belonging to the royal patrimony as the others, give them notice, individually, or to the persons who lawfully represent them, of the royal cedula which likewise extends to these estates, in order that they may use their rights, upon which, and other incidents which might occur, and cannot be adverted to in this general provision, others will progressively be given, as the cases and circumstances will require, and of all the fiscal represention will be informed for the interest of their office.

WHITE.

Licensed Ortega.

Don Henrique White, Colonel of the Royal Army, Political and Military Governor of the city of St. Augustine of Florida, and of this province, for his Majesty, provided and signed it, with the opinion of his Lieutenant Auditor of War and General Assessor, on the 18th of March, 1802.

JOSE DE ZUBERRARRETA,

Escribano of Government.

This is a copy of the original, which remains registered in this principal treasury of the army in my charge. St. Augustine, Florida, date aforesaid.

GONZALO ZAMORANO.

This is a true copy. JUAN CASANOVA.

This is a true copy. JUAN DE CASANOVA.

No. 5. I have received the report of your Lordship, dated 16th September last, about Don Thomas Wooster, whose affairs and conduct compel this Government to expel him from that province, of which event I will inform his Majesty. I cannot consent to the introduction of Irish families, which your Lordship proposes to me, under other conditions than those fixed to me by the King, of which I enclose a copy to your Lordship for his government. "Do not admit in Louisiana, nor in Florida, any settler, if they pretend to have their passage to these colonies, and their subsistence there for any time, paid by the royal treasurer, but receive only those strangers who will, of their own accord, come to take the oath of allegiance to his Majesty, and to them give land gratis in proportion to the workers of each family. They must not be disturbed in matters of religion, although no other public worship than the Catholic shall be permitted. Do not give them any other succor or help but land, protection, and polite treatment; every family being permitted to bring its property, of whatever quality, entirely free from duty, paying, however, the 6 per cent. established in case of exporting their goods elsewhere, and contracting the obligation of taking arms only in defence of the province against any enemy who should try to invade it." Which regulation your Lordship must line yourself to, in whatever instance, where the circumstances provided for should happen. God preserve your Lordship many years. Havana, 29th of October, 1790.

LUIS DE LAS CASAS.

To Don Juan Nepom. de Quesada.

St. Augustine of Florida, 12th of December, 1790. Have it registered in the royal Treasury. [*A flourish.*]

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Registered in the treasury of which I have charge. St. Augustine of Florida, 12th of December, 1790.

GONZALO ZAMORANO.

This is a copy of the original which the Governor sent me to be registered, and which was returned to him. St. Augustine of Florida, 12th of December, 1790.

ZAMORANO.

This is a copy of the original, which I certify, to send the royal tribunal of accounts of Havana. St. Augustine of Florida, 24th of November, 1804.

GONZALO ZAMORANO.

A true copy. JUAN DE CASANOVA.

No. 6. Don Diego Gardoqui, in date of the 14th of March last, tells me what follows by order of the King, in virtue of your representation made by your Excellency through the Secretary of War, in date of the 6th of November of last year, No. 231, consulting upon the doubts entertained by the Governor of St. Augustine of Florida upon the duties to be paid by the new settlers, who, after having taken the oath of allegiance, should choose to return to their country. His Majesty has resolved to grant the liberty to export their capitals and goods which they had brought with them without paying any export duty to all the Spanish and foreign settlers who should choose to return to their country or former domiciles, within the first five years of their residence in that province, paying, however, the ten per cent. of the increase of their property during that time, facilitating, by this grace, the settlement of that province, so much wished by his Majesty; by whose royal order I communicate this to your Excellency to partici-

pate this royal determination to the Governor of St. Augustine of East Florida, and trusting him with its execution. I copy this to your Lordship for its more punctual observance. God preserve your Lordship many years. Havana, 27th of May, 1793.

LUIS DE LAS CASAS.

To the Governor of Florida.

Answer of the Governor.

Your Excellency: In date of the 27th of May last, your Excellency is pleased to enclose me the royal order, which, together with the one of the preceding 14th of March, had been communicated to him by Don Diego Gardoqui, in consequence of the doubts which I had proposed to your Excellency about the duties which the new settlers have to pay, who, after having sworn allegiance, chose to return to their country. And notwithstanding that the royal determination is so much in harmony with the kind heart of his Majesty, and with his wish to improve this province, to which I have no doubt the clemency shown to these settlers will contribute a great deal, still the desire which I have of the greatest possible certainty, and the doubt which I have of having badly explained myself in my last communication, induces me to expose to your Excellency with the greatest respect, in order to be submitted to the consideration of his Majesty, that until now there is not a single settler who has augmented here his property, nor any who has asked to retire with all which he had brought. Those who are in this case intend only to profit of the advantage offered them by the royal clemency of importing them without any duty; they bring the greatest part in goods, they spend them in a few days, and then ask to return, under the pretext that they have no way of living. Add to this that the greatest part of what they bring does not belong to them,

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although they prove the property, according to their usages, by certificate of the justice of the peace of the United States, who, it has been ascertained, are generally the true owners, whilst their conductors are smugglers, who continue their illicit trade through the means of perjury. In order to put a stop to this injury, I was of opinion, submitting myself, however, to the more perspicacious judgment of your Excellency, and to the royal determination which will follow after this explanation, that keeping in force the royal order of the 14th of March, in what relates to those settlers who should come with negroes, families, and with other indications of good faith in the cultivation of the lands, who should do that for two or three years, and who, taught by experience, that they could not live here, should solicit to return with their property, it should be added, that from those who are in the case previously adverted to, of alienating here their properties from the moment of their arrival, this property consisting of goods not appropriated for agriculture, the duty of importation should be exacted for what they have spent. It has been done so since your Excellency was pleased to tell me, in answer to my aforesaid representation, that, until the decision of his majesty should come, to exact the greatest possible established duty in this case, and by that the abuse which had been begun to be experienced was much lessened, and I have no doubt the generous intention of his Majesty would publicly increase, which I thought proper to reserve until the decision of what I again expose, being led to that course by the interest I take in the royal service; the whole of which I hope will be approved by your Excellency. God preserve your Excellency many years. St. Augustine of Florida, 10th of June, 1793.

To his Excellency Don Luis de las Casas.

This is a copy of the originals remaining in the office of this Secretary, of which I have provisory charge. St. Augustine of Florida, 7th of November, 1794.

MANUEL RENGIL.

This is a copy of the original, which I certify to be sent to the royal tribunal of accounts of Havana. St. Augustine of Florida, 24th of November, 1804.

GONZALO ZAMORANO.

A true copy.

JUAN DE CASANOVA.

No. 7. His Excellency, the Captain General, in an official letter of the 29th of August last, tells me what I copy: the Secretary of finances, in date of the 2d of April last, by royal order tells me what follows. In a letter of the 22d of October last, No. 9, your Excellency enclosed a copy of the representation of the Governor of St. Augustine, of the cause which had obliged him to suspend the execution of the royal order of the 14th of March, 1793, about the graces dispensed to those settlers, and his Majesty, being apprised of all, was pleased to resolve, that he approves what the aforesaid Governor has done, as to the damage which he was afraid would result to the royal finance from the publication of the aforesaid royal order; and in order to put a stop to this abuse, it is his royal will to continue in force the aforesaid royal order of the 14th of March, for those settlers, who should be with negroes, families, and other indications of good faith in the cultivation of the lands, who should do that for at least two years of residence in Florida, and, finding by experience the living in it not to suit them, should ask to withdraw with their properties, but to those who are in the case of alienating

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their property; from the moment of their arrival in that province, this consisting of goods not appropriated to agriculture, the duty of exportation shall be charged upon what they have spent, informing his Majesty of the effects this royal determination shall have upon these inhabitants, in order that he may determine the best for the settlement and good of the State; the whole of which I copy to your Lordship, in order that, apprised of the determination of his Majesty, you take care to have punctually observed what it contains, informing yourself to what is provided in the royal order which it cites, and which I directed to your Lordship in an official letter of the 27th of May, 1793. And in order to communicate to this principal treasury as much knowledge as possible upon this business, I enclose you, for your intelligence and exact accomplishment in the part which belongs to you, a copy of the official letter, in which my aforesaid immediate chief inserted the aforesaid royal determination of the aforesaid 14th of March of last year, and what I represented in consequence for the best service of his Majesty, in which I take a great interest. God preserve you many years. St. Augustine of Florida, 7th of November, 1794.

JUAN NEPOM. DE QUESADA.

To Don Gonzalo Zamorano.

This is a copy of the original, which I certify to be sent to the tribunal of accounts of Havana. St. Augustine of Florida, 24th of November, 1804.

GONZALO ZAMORANO.

A true copy.

JUAN DE CASANOVA.

No. 8. Juan Nepom. de Quesada and Barreo Nueva, &c. Whereas, it is the pleasure of the King our Lord to concede

and survey lands gratis to the useful strangers who would like to establish themselves in this province, proportionally to the numbers of the individuals of their respective families, it has seemed proper to select a person of probity and knowledge to discharge the mechanical part of the assessment towards the many who had already profited of the royal munificence; and Don Samuel Castthe, and all the inhabitants of St. John's, having given evidence of his aptitude and merit in the council of officers which I caused to be held on the 31st of August last, he has been thought qualified for that end. After taking the necessary oath, using of the power conferred on him, I appoint him Provisory Public Surveyor, with the salary of four dollars per day, for those in which he works; and I direct him following, with absolute dependence, the officer who is to act as judge in this operation, to proceed immediately to put it in execution, for his part attending to the proclamation and instructions, of which a copy is enclosed, and to take notice of the distributions which are made, as they are making, in order in the end to present a general map, showing what has been distributed, with specification of quarters, and what remains to be distributed. I do order and command to those whom it may concern, to consider him as Public Surveyor, and to furnish him with such succor as he may want, for a reasonable compensation; and in order that all this may have its due execution, I give him the present commission, under my hand and seal, and countersigned by the underwritten Secretary of his Majesty for this Government, who shall present it to the royal treasury to be registered. Given in St. Augustine of Florida, 20th of September, 1791.

J. NEPOM. DE QUESADA.

CHARLES HOWARD.

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Registered in this principal treasury, of which I have charge. St. Augustine of Florida, 3d of October, 1791.

GONZALO ZAMORANO.

This is a copy of the commission registered in this office, of which I have certified to be sent to the tribunal of accounts of Havana, 7th of February, 1823.

GONZALO GARCIA PRADO.

A true copy.

JUAN DE CASANOVA.

No. 9. Your Lordship having shown me, in an official letter of yesterday, that, in order to complete the report that was asked, to the tribunal of accounts, by the royal order, it wants to have before it the royal order of the 29th of March, 1815, communicated to this Captainry General, approving the recompenses which were proposed by the Governor of East Florida, of various tracts of land in this province, to the members of the white city companies, and to the married officers and soldiers of the 3d battalion of the regiment of Cuba, for the service they rendered during the insurrection of this province, as likewise of the consultation which, upon that affair, was directed to this Captainry General by the said Governor on the 4th of June, 1813, and of the one which was sent up to his Majesty in the same year with the No. 236, to which the said royal order refers. I enclose to your Lordship a certified copy of the aforesaid documents, for the object exposed in your aforesaid official letter, to which I answer; not doing the same with the nominal list of all the individuals to whom such recompense was proposed to be given, because the Governor of Florida has not sent it to this Captainry General.

SEBASTIAN KINDELAN.

To the principal treasurers of the tribunal of accounts.

Your Excellency: On the 1st of the present month, I discharged from the active duty in which they were employed, the three white city companies of this place, as well for the want of provisions in which it is, as for the urgent necessity which these inhabitants have to attend to their families and labors, in order to diminish, as much as possible, the injuries which they have suffered by the insurrections of the province. With this object I cannot help recommending to your Excellency the propriety and fidelity which as well these militia as the 3d battalion of Cuba have manifested since the first moment which took place of the rebellion. Therefore I consider them all deserving of the graces the Supreme Government may think to give them; taking the liberty to suggest to give them some graces, and that these should be reduced to concede to every officer of said militia who has been in actual duty, the royal commission of the grade which they had qualifying it with the name of provincial, and to the troops the lot of land which, by the regulation established in this province, corresponds to the number of persons of which every family is composed, which grace could likewise be extended to the married officers and soldiers of the said 3d battalion of Cuba. Men in general want to be excited by some inducement; it is not easy to find any who are indifferent to the public approbation of their services. By doing what I propose, without giving them in reality any thing, they will receive a satisfaction which must in future produce the best effects, if this grace is limited to those only who were employed in the defence, and to that end, and in case this suggestion of mine should deserve the approbation of your Excellency, I annex as to the officers of these two corps a list of those who should be embraced in my suggestion. God

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preserve your Excellency many years. St. Augustine, Florida, 4th of June, 1813.

SEBASTIAN KINDELAN.

To his Excellency Don Juan Ruiz de Apodaco.

Place of St. Augustine, Florida. A list of the officers of the city companies of said place, and of the 3d battalion of Cuba, who were constantly employed in its defence.

Militia. Don Bernardo Segui, Don Pedro Cocifacio, Don Forge Fleming, Captains. Don Juan O'Reilly, Don Juan Clark, Lieutenants. Don Joaquin Sanchez, Don Geronimo Alvarez, 2d Lieutenants.

Third battalion of Cuba. Don Manuel de Castilla, Don Gil Pacot, Don Francisco Rivera, brevetted Captains. Don Ramon Castello, Don Miguel Fuenticilla, Don Fusto Lopez, Lieutenants. Don Cristoval Brabo, Don Blas Crespo, Don Lorenzo Beriquet, Don Manuel Palomino, 2d Lieutenants.

N. B. That the Commandant of the battalion of Cuba, Don Juan Jose de Estrado, the Captain and Lieutenant of the corps of National Artillery, Don Ignacia Salens and Don Manuel Paulin, and the Cornet of American Dragoons, Don Juan Percheman, were likewise employed in the defence of this place; Don Juan Jose de Estrado having had the provisory command of it in the first moments of the insurrection, and these officers having, like the others contained in the statement, discharged with the greatest exactitude, with zeal and vigilance, their respective duties. St. Augustine of Florida, 4th of June, 1813.

SEBASTIAN KINDELAN.

Having taken notice of the official letter of your Lordship, No. 203, communicating to have discharged from active duty the white city companies of that place, I express my approbation

of it, and likewise the project for recompensing them and the 3d battalion of Cuba, about which I will inform the regency of the Kingdom, in order that his Highness may deliberate on the subject; and your Lordship may from now grant graces in my name to the aforesaid battalion and company, for the service rendered to the nation and to the King, with the object which your Lordship expresses and recommends. God preserve your Lordship many years. Havana, 14th August, 1813.

DON JUAN RUIZ DE APODACO.

To the Governor of East Florida.

A true copy. ANTONIO SEGURA.

I enclose to your Lordship, in order the Regency of the Kingdom may determine upon it, the copy of an official letter of the Governor of St. Augustine of Florida, communicating that he has discharged from active duty the white city companies of that place, which I have approved, recommending to your Lordship the project contained in it to recompense them, and the 3d battalion of Cuba which garrisons that place, for what the Governor exposes of the good manner and fidelity with which they have discharged their duties in the beginning of the rebellion of that province. God preserve your Lordship many years. Havana, 14th of August, 1813.

JUAN RUIZ DE APODACO.

To the Secretary of State and War.

A true copy. FR. ANTONIO SEGURA.

Royal order. Universal Department of the Indies. I have informed the King of what your Excellency exposes in his letter No. 236, of the year 1813, about the recompenses which the Governor of East Florida thinks to be deserved by

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the members of the white city companies, and the married officers and soldiers of the 3d battalion of the regiment of Cuba, for the service they rendered during the insurrection of the province; and his Majesty, while he approves the said graces, wishes your Excellency to expose of what recompenses are deserving the commander of the third battalion of Cuba, Don Juan Jose de Estrada, who discharged the duty of Provisory Governor in the first moments of the insurrection, the officers of artillery, Don Ignacio Salens, Don Manuel Paulin, and the officer of dragoons, Don Juan Percheman, of whom the Governor speaks in his official letter. I communicate this to your Excellency by royal order, for your notice and its execution, including the royal commissions for the city militia, according to the annexed note. God preserve your Excellency many years. 29th of March, 1815.

LARDIZABAL.

To the Captain General of the Island of Cuba.

A true copy. FR. ANTONIO DE SEGURA.

A true copy. JUAN DE CASANOVA.

No. 10. In date of the 4th of March last, his Excellency the Captain General communicates to me what I copy. In date of the 14th of June last, his Excellency the Secretary of finances tells me what follows. I have informed the King of the letter of your Excellency, No. 9, in which it communicates the one received from the Governor of East Florida, about his having given to Don Juan Russell one thousand acres of land for a schooner which he wanted for the royal service, which, with all its apparel, was valued at $2,600, being apprised of all, his Majesty was pleased to approve, for this time only, this determination, in consideration of the absolute want of money in that province; and he commands me

to put your Excellency in mind, as I do, of the accomplishment of the provision of the royal orders of the 14th November, 1804, and 31st March, 1806, prohibiting the alienation of lands of public domain to be made to strangers, and which henceforward must be rigorously observed. I communicate this to your Excellency by royal order for his knowledge and government, and I copy to your Lordship for the same objects as it relates to you, which I transcribe to your Lordship for his knowledge. God preserve you many years. St. Augustine, 17th May, 1815.

SEBASTIAN KINDELAN.

To the officers of royal finances.

This is a copy of the royal order communicated to this department, of which I have charge, and which I certify to be sent to the tribunal of accounts. Havana, 7th of February, 1823.

GONZALO GARCIA DE PRADO.

A true copy. JUAN DE CASANOVA.

I certify the above to be a true translation of the annexed Spanish documents.

ACHILLE MURAT.

(*Note of the translator.*) N. B. These Spanish documents are most wretchedly copied: so much so, as many times to render them perfectly unintelligible, and many other times, which is still worse, to make the sense entirely different from the one intended. This, of course, I could not correct, without departing from the fidelity of a translator; but I wish to have it clearly understood that I am not accountable for the nonsense and contradictions contained in the foregoing pages.

ACHILLE MURAT.

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EXHIBIT X X.

Don Francisco Dionisio Vives, &c , (his titles.) I certify that the signature of the Provisory Secretary of this Captainry General, Don Antonio de Sola, which gives authenticity to the following document, is genuine and that full faith and credit are to be given to it. In testimony whereof, I give the present in Havana, signed with my hand, and sealed with my coat of arms, on the 4th of March, 1830.

VIVES. [L. S.]

The Ex-Provisory Intendant of Louisiana, Don Juan Ventura Morales, has directed to his Majesty several representations, complaining that the Commandant of Pensacola, Don Vincente Folch, opposes himself to his removal to that place, in order to exercise the functions of Intendant of the district of West Florida, that having sent from New Orleans the papers of the Secretary of the Intendancy of the treasury (contaduria and escribania,) he did not permit them to be disembarked in Pensacola, ordering them to be sent to the fort of Mobile, where they were deposited, directing to the same destination Morales and the other officers of public finances, who came from Louisiana to Florida, and that by himself he had contracted with a merchant of New Orleans for the supply of provisions for the said place, and that of Baton Rouge, with little economy of the royal interest. Morales, and the officer of treasury of Pensacola, Don Juan Francisco Arnaud Courville, had likewise represented before that Folch, without authority, made several innovations in the branch of royal finances, and that he proceeded arbitrarily, and without subjecting himself to neither laws nor regulations. The King being apprised of all the above, has resolved that the aforesaid represen-tions, and those which I enclose to the Commandant Folch, to be sent to your Lordship, in order that your Lordship, together

with the Intendant of this island, may report upon all the points they may be found to contain, that upon it the proper royal determination may be had, in consequence of which I direct by a royal order of this date, Morales, for the present, to transport himself immediately to Pensacola, to exercise the authority and faculties of Intendant in the district of that province, giving to him as well as to Folch strict charge to endeavor to preserve the best harmony, avoiding as much as possible all disputes and contentions, and that notwithstanding, should any subject of complaint occur, to refer it to your Lordship, in order that, upon your report, his Majesty may provide what shall appear to be necessary. In the same time the King has resolved that your Lordship and the Intendant shall propose such a system of royal finances, as in your opinion should be established and adopted in the two Floridas, taking into consideration as well the local as the political and military circumstances of both, taking for that purpose all the notes and information most conducive to the object, and despatching this important affair with all possible brevity. The whole of which I now communicate to your Lordship for your knowledge and its execution. God preserve your Lordship many years. Aranjuez, March 31, 1806.

SOLER.

To the Captain General of Cuba and of Florida.

A true copy. In absence of the Secretary,

ANTONIO DE SOLA.

A true translation.

ACHILLE MURAT.

EXHIBIT Y Y.

Don Francisco Dionisio Vives, &c. (his titles.) I certify that the signature of the Provisory Secretary of this Captainry General, Don Antonio de Sola, which authenticates the

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annexed document, is genuine, and that full faith is to be given to it. In faith of which I give the present in Havana, signed with my hand, and sealed with my coat of arms, on the 4th of March, 1830.

VIVES. [L. S.]

I, Don Francisco Gutierrez de Arroyo, Provisory Secretary, with royal approbation of the Intendancy General of this province of West Florida, and of the Junta of royal finances, with a vote in it, do certify, that in a Junta held on the 22d of November, 1806, by the order of Don Juan Ventura Morales, Provisory Honorary Intendant of Province in this province, with the Subdelegation of this Superintendency General of royal finances annexed, at which were present Doctor Don Jose Francisco de Heredia, assessor of the said Intendancy; Don Juan Francisco Armaud de Courville, accounting officer and treasurer of these royal treasuries, with the rank of a royal officer, and acting as fiscal of royal finances; Don Manuel Gonzalez Armirez, formerly provisory treasurer of the royal treasury of New Orleans, and commissioned to conclude the unfinished business of the retroceded province of Louisiana; and I, the aforesaid Provisory Secretary of this Intendancy of the Junta, with a vote in it; the said Intendant presiding. Among several points which were discussed, was the following: I read a record (expediente) begun, ex officio, by the President, in consequence of the receipt of the royal order of the 31st of March, of this year, in which his Excellency Don Miguel Cayetano Soler, Secretary of State, and of the universal despatch of finances of Spain and the Indies, in the name of the King, among other things, provides, that for no cause, or under any pretext whatever, lands in the province

should be sold to the Anglo-Americans, suspending immediately the records (expedientes) already begun, and that the sale be made entirely in favor of the King's subjects. And likewise having read several other papers relating to the affair, and having conferred diffusely upon the subject, although they felt persuaded that the rules adopted in the Junta of royal finances, held on the 21st of May last, were the best calculated to obtain the end which they thought was recommended by the royal order of the 20th February, 1805. Notwithstanding, considering that a blind obedience to the royal dispositions, according to the opinion of the assessor of the Intendancy, as stated in that which he gave to the President, is the basis of the best service, they were unanimously of opinion, and agreed upon the following points: 1st. That in accordance with the sovereign determination, contained in the cited royal order of the 31st of March last, and until answers may be had to the representations sent up to the Intendancy on the 31st December, 1805, and 30th of June of the present year, under the Nos. 388 and 430, no demands for purchase of land be admitted from any individual who may be Anglo-American; and likewise, that all the records (expedientes) which, by the names of those who began them, or by other considerations, seem to be strangers, or who, not being established in this province, are not at this time reputed as subjects of his Majesty, be suspended, and remain without course. 2d. That as his Majesty only forbids the sale of lands to the Anglo-Americans, and to other strangers who are not reputed the King's subjects, sales of lands may be made to the Spaniards, and to strangers who are not Anglo-Americans, who are in this province, and who will show, by a certificate of Government, which they must present, that they have remained the

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necessary time, and have taken the oath of fidelity, in virtue of which they are held and reputed, by the said Government, in the class of good and faithful subjects of the King. 3d. That in order to avoid the frauds which may have been introduced in the valuations, and which the Intendancy endeavored to remedy, by establishing a fixed price for the lands and lots which were asked for, this method shall be adopted; that the price of each superficial arpent of land, which may be asked for by those persons comprehended in the 2d article, be that of two dollars, which the aforesaid royal order points out as established by the American Government for the sale of lands in Louisiana, which, in the royal opinion, are not better than those of this province. 4th. That the same price of two dollars for each arpent be that which is to be paid by the inhabitants who have asked for lands in this district, as well as in those of Baton Rouge and Mobile; provided that those who have begun the records (expedientes) choose to comply with this requisition, and, on the other side, there being no impediment in the way on account of their being Anglo Americans or strangers not established, nor reputed by Government as subjects of the King, as it has already been explained. 5th. That the gratuitous concessions, if there was any particular cause to make them under the conditions established by the regulation of 1799, be excepted from the preceding rules, it being well understood that the stranger of Anglo-American origin shall have no right to obtain a concession, until the King shall change his determination. 6th. That although it is determined in this 34th article of this said regulation of the 17th of July, 1799, that all the royal lots and lands vacant in the settlements established, or to be established, should be sold for cash, still, considering on one side that, as is shown by the decrees of the Commandant of this province, Don Vincente

Folch, granting the said lots to those who asked for them, among others, this condition was established, that they should pay their value, if the King, to whom it was referred, should be pleased to order it; considering, on the other side, that all the lands which could be sold in this place have been distributed on the said terms; and, finally, judging that it is proper to encourage the erection of houses in this place, the sale of these lots will likewise remain suspended until the King be pleased to decide upon the representation of the said Commandant of this province; in which time, if the lots already distributed were sold in favor of the royal finance, their prices will be fixed by the Junta, according to their quality and situation. 7th. That, likewise, the records (expedientes) begun to pray for lots in Mobile be suspended until the plan which that city is to have be determined upon, and the military commanderie give its opinion as to what lots, not interfering with the defence of the fort, may be sold in favor of the public finances, in which time, according to the situation and circumstances, the Junta will fix their price. 8th. That the Intendancy shall conditionally give its assent to the settlement of the King's subjects who have established themselves in the land distributed to them by the Governor of Baton Rouge, in the neighborhood of the fort of that district, for the object indicated in the official letters which are filed in the record, (expediente,) and that, together with a copy of that record, a report be sent to his Majesty, in order that he may be pleased to resolve according to his royal pleasure. To all of which the said President agreed, judging it to be conformable to the royal intention, as shown in the cited royal order of the 31st of March of this year. And in order to give it execution, he ordered that the necessary notification be given to the Assessor, the Fiscal, the Surveyor General, and the Subdele-

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gations of Baton Rouge and Mobile; that a certified copy of this agreement be annexed in continuation of the record (expediente) which was under consideration, and that three copies (testimonios) be made, in order to apprise his Majesty, with the other aforesaid documents. In testimony of which, I give the present in Pensacola, on the 14th day of August, 1811.

FRANCISCO GUTIERREZ DE ARROYO.

A true copy of the original. In absence of the Secretary,

ANTONIO DE SOLA.

A true translation. ACHILLE MURAT.

EXHIBIT No. 1.

Andrew Jackson, President of the United States of America, to Richard K. Call, of Florida, greeting: Whereas, by the 2d article of the treaty of amity, settlement, and limits, concluded at Washington on the 22d day of February, 1819, between these United States and his Catholic Majesty, it is stipulated as follows: "His Catholic Majesty cedes to the United States, in full propriety and sovereignty, all the territories which belong to him, situated to the eastward of the Mississippi, known by the name of East and West Florida, the adjacent islands dependent on said provinces, all public lots and squares, vacant lands, public edifices, fortifications, barracks, and other buildings, which are not private property; *archives and documents*, which relate directly to the property and sovereignty of said provinces, are included in this article. *The said archives and documents* shall be left in possession of the commissaries or officers of the United States, duly authorized to receive them." Now, therefore, I do hereby authorize and appoint you, as Commissary of the United States, to receive from any and every person who may be possessed of

the said archives and documents, all and every one of the same, and the said archives and documents to keep in safe custody until further order for the disposal of the same shall be taken. Given under my hand, and the seal of the said United States, at Washington, this 3d day of April, 1829, and the fifty-third year of the independence of these United States.

ANDREW JACKSON.

By the President:

M. VAN BUREN, *Secretary of State.*

EXHIBIT 4, G.

Havana, 21st January, 1830.

His Excellency Don Francisco Dionisio Vives, Governor and Captain General of Cuba. Sir: Availing myself of the kind offer of your Excellency to furnish me with copies of such documents as I may designate, relative to the private land claims of Florida, and which may be found in the public archives of this place, I have to request your Excellency will cause copies of the following documents, duly authenticated, to be delivered to me. First. A copy of the original grant, (with the official papers relating to these,) made by the Intendant of this city to the house of John Forbes & Co., of Pensacola, dated on the 10th day of January, 1818, for a tract of land situated between the rivers Appalachicola and the Choctaw-watchie, in the province of West Florida, and containing one million five hundred thousand acres. Secondly. A copy of the grant to the house of Panton, Leslie, & Co., and a copy of the grant to the house of John Forbes, & Co., of Pensacola, made in the years 1806 and 1811, for a tract of land situated between the rivers Appalachicola and St. Mark's, in the territory of Florida, including the fortress of St.

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Mark's, and containing twelve hundred thousand acres. Thirdly. A copy of the grant to Arredondo and Son, for a tract of land situated in East Florida, containing twenty-four miles square. Fourthly. A copy of the official report of Don Vincente Sebastian Pintado, Surveyor of Florida, relative to the Indian lands in that province, dated at Pensacola the 18th day of February, 1814. Fifthly. A copy of the original letter from Vincente Manuel de Zespedes, Governor of East Florida, to Don Arthur O'Neil, Governor of West Florida, dated 7th June, 1786. Sixthly. A copy of the proceedings had in 1787, relative to the purchase made by the Spanish Government from the Indians, of the land on which is situated fort St. Mark's de Appalachie, in Florida. Seventhly. A copy of the residencia of Governor Folch, relative to his administration of the Government of Florida. Eighthly. A copy of the letter from Don Sola to Governor Folch, dated at Aranjuez, 29th of May, 1804. Ninthly. A copy of the royal orders of the 14th November, 1799, and 29th May, 1804. Tenthly. A copy of the letter from Don Ramon Lopez y Angulo to the Marquis of Casa Calvo, dated 14th February, 1800.

In soliciting the friendly aid of your Excellency on this occasion, it is proper I should remark that the Government of the United States does not waive the right which it has acquired by the treaty of Washington, concluded on the 22d day of February, 1819, of claiming at a future period the possession of all original archives and documents relating to the land claims in the ceded territory. By the second article of the treaty abovementioned, the archives and documents which relate directly to the property and sovereignty of the Floridas were ceded to the United States, and should have been delivered to the commissioners appointed to receive the

territory. The Government of the United States is no less anxious to administer impartial justice to those individuals who claim land by virtue of grants emanating from the Spanish authorities while Florida was under the dominion of Spain, than it is to protect its own interest from the operation of spurious and pretended claims. And it is with a view of enabling her public functionaries to decide correctly on the validity or invalidity of these grants above enumerated, that this application is made to your Excellency.

I have the honor to be,

Very respectfully,

Your obedient servant,

R. K. CALL.

A true copy from the original.

R. K. CALL.

EXHIBIT No. 1, A.—TRANSLATION.

Captain Generalship of the island of Cuba.

His Excellency the Señor Counsellor of State and Intendant of the Army, in his official of the 9th of the present month, says as follows: "Most Excellent Sir: Not having, on my part, any objection to there being granted to the special agent of the United States evidence of the documents which he has solicited in his communication, which your Excellency has transmitted to me in yours of the 27th ult., it may be so made known to him in answer, in accordance with which I have advised that the said documents should be despatched from those offices in which they may be found."

This I transmit to you for your information; and on this decision I have directed, in the same manner, that there should be made out by the Secretaries of this Government exact copies of such documents as can be found, of those which you

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have requested in your note of the 23d ult., to which I agree. God preserve you many years. Havana, Feb. 11th, 1830.

FR. DION. VIVES.

Señor Special Agent of the United States, Don R. K. Call.

I certify the foregoing to be a true and faithful translation from the original, marked No. 1, A.

E. R. GIBSON.

EXHIBIT No. 1, D.

Havana, 16th Feb. 1830.

His Excellency Don Francisco Dionisio Vives, Governor and Captain General of Cuba. Sir: I have the honor to acknowledge the receipt of your letter of the 11th inst., in which your Excellency informs me of the orders you have been pleased to give to the different departments of your Government, relative to the copies of documents in the archives of this place, which I requested of your Excellency in my letter of the 25th ultimo. I avail myself of this occasion to tender to your Excellency my acknowledgments for the facilities you have afforded me on this occasion; but having been recently informed that many of these documents are in the English language, and that they are now undergoing a translation into Spanish, preparatory to their authentication and delivery to me, by which process, even under the hands of the most skilful and faithful translator, the tenor and effect of those instruments may be materially varied, I have to request your Excellency will cause the following original documents to be delivered to me:

1st. The original grant, with the official papers relating thereto, made by the Intendant of this city to the house of John Forbes & Co., of Pensacola, dated the 10th day of Janu-

ary, 1818, for a tract of land situated between the rivers Choctaw-watchie and Appalachicola, in West Florida, and containing one million five hundred thousand acres.

2d. The grant made to the house of Panton, Leslie, & Co., and the grant to the house of John Forbes & Co., of Pensacola, with all the official documents relating thereto, made in the years 1806 and 1811, for a tract of land situated between the rivers Appalachicola and St. Mark's, in the Territory of Florida, including the fortress of St. Mark's, and containing twelve hundred thousand acres.

3d. The grant to Arredondo & Son, with all the official papers thereto belonging, for a tract of land situated in East Florida, containing twenty-four miles square.

4th. The official report of Don Vincente Sebastian Pintado, Surveyor of Florida, relative to the Indian lands in that province, dated at Pensacola on the 14th day of February, 1814.

5th. Proceedings had in 1787, relative to the purchase made by the Spanish Government, from the Indians, of the land on which is situated fort St. Mark's de Appalachie, in Florida.

6th. The grant to John Forbes for an island in the river Appalachicola, made by Governor Folch in the year 1811.

I need not inform your Excellency that each of the foregoing documents "relate directly to the property" of the ceded provinces of East and West Florida. This must be manifest to all who will inspect them. By reference to the second article of the treaty of Washington, your Excellency must be convinced that these documents were ceded by Spain with the Territory of Florida, that they are now emphatically the property of the United States, and that, as the agent of that Government, I have a right to demand and receive them at the hands of your Excellency. Copies of the

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other documents mentioned in my letter to your Excellency of the 23d ultimo, I have to request may be despatched and delivered to me with as little delay as possible, consistent with the convenience of your Excellency. I have the honor to be, &c. R. K. CALL.

A true copy. R. K. CALL.

EXHIBIT No. 3, F.

HAVANA, *2d March*, 1830.

SIR: In addition to the documents which I have had the honor heretofore to request, I have now to solicit copies of the following: 1st. A copy of the official letter of the Intendant Morales to the Marquis of Someruelos, dated 14th August, 1811. 2d. A copy of the proceedings of the royal treasury, celebrated at Pensacola 22d of November, 1806. 3d. A copy of the royal order of the 31st March, 1806. 4th. A copy of the thirteenth article of the treaty between Spain and the Tallapoose Indians, dated at Pensacola, 1st June, 1784.

I have the honor to be, very respectfully,
Your obedient servant,
R. K. CALL.

A true copy. R. K. CALL.

His Excellency Don Francisco Dionisio Vives,
Governor and Captain General of Cuba.

EXHIBIT No. 2, B.—TRANSLATION.

Captain Generalship of the Island of Cuba.

In consequence of the official notes of your Honor of the 27th of last January, and of the 2d of the present month, there has been made a strict examination into the archives of

the two Floridas, which are in this Captain Generalship, in order to prepare for you the documents you solicit, and there have been found only the four accompanying ones, marked with the numbers 1, 2, 3, and 4, and which relate, the first, to the sale and concession of the royal lands; the second, to the resolution taken by the real hacienda in Pensacola, in consequence of the royal order of the 31st of March, in relation to the alienation of lands; the third comprehends the thirteenth and last article of the treaty and pacification made by the Spanish Government with the Tallapoose Indians; and the fourth contains the royal order of the 31st of March, 1806, relative to the occurrences between the Intendant and Governor of West Florida; which copies are authenticated by the Interior Secretary of this Captain Generalship.

I have thus answered your two communications, which I have united. God preserve you many years. Havana, 4th of March, 1830.

FR. DION. VIVES.

Señor Don R. K. Call, Special Agent
of the United States in this place.

I certify the foregoing to be a true and faithful translation from the original, marked No. 2, B.

E. R. GIBSON.

EXHIBIT No. 2, E.

HAVANA, *5th March*, 1830.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, enclosing me copies of four documents from the archives of this place. I regret exceedingly to learn from your Excellency that these are the only papers, of which I have requested copies, that can be found in the different departments of this Government. There are three

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documents mentioned in my letter of the 23d January, which are deemed highly important to the interests of the United States.

The royal order of the 14th of November, 1799, the royal order of the 29th May, 1804, relative to the distribution of lands in Florida, and the letter from Governor Zespedes, of East Florida, to Governor O'Neil, of West Florida, relative to the fortress of St. Mark's de Appalachie, dated 7th June, 1786. The last mentioned document, I felt most positively assured would have been found, because, among the papers produced by Mr. Mitchel, and filed in the superior courts of Florida, is the certified copy of Don Antonio M. de la Torre y Cardenas, dated on the 24th of September, 1827, in which he states "that in the archives of the two Floridas, which are in the office of this Captaincy General, there exists the original letter above mentioned." This certificate of the said Don Antonio is authenticated by the certificate and signature of your Excellency; I must, therefore, indulge the belief that this document still exists; and I yet entertain a hope that it will be found, and a copy of it delivered to me before my departure. Having resolved to sail to the United States this evening at 4 o'clock, I have to request your Excellency will cause the necessary passport to be despatched and delivered to me.

I have the honor to be, very respectfully,

Your obedient servant,

R. K. CALL.

A true copy. R. K. CALL.

His Excellency Don Francisco Dionisio Vives,

Governor and Captain General of Cuba.

EXHIBIT No. 3, C.—TRANSLATION.

Captain Generalship of the Island of Cuba. I have taken into consideration the official communication of your Honor of to-day, in which you repeat your request for three most essential documents relating to the archives of the Floridas, of the existence of which documents you have no doubt.

I make known to you that I have given in charge that they return to the examination for them with all due diligence; but your sudden departure does not give time for a work that from its nature requires a due portion of time; and as you have fixed upon no time, you will be able to leave some person charged to receive the copies in case the originals should exist. God preserve your Honor many years. Havana, March 6th, 1830.

FRANCISCO DIONISIO VIVES.

Don R. K. Call, Special Agent of the U. States.

I certify the foregoing to be a true and faithful translation from the original, marked No. 3, C.

EDWARD R. GIBSON.

EXHIBIT No. 4, C.

Captain Generalship of the Island of Cuba. Under date of yesterday, the most excellent Sir, the honorary Counsellor of State and Intendant of the army, reports what follows:

Most Excellent Sir: I have made myself acquainted with the official note of your Excellency of the 18th of January last, and of that of Señor Don R. K. Call, Special Agent of the United States in this place, reclaiming certain documents relating to the lands of the Floridas, in accordance with the treaty of cession of said province.

Having examined the business with due attention, there does not appear any motive to omit acceding to said demand,

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regulated according to the tenor of the 2d article of said treaty; and I have thus directed, in conformity with the opinion of the Señor Assessor General of this Superintendencia, that the original papers may be delivered, upon a receipt formal and very circumstantial, which must be kept as a perpetual and unalterable evidence. But as to the original grant made to Don Juan Forbes on the 10th of January, 1818, of a tract of land situated between the rivers Appalachicola and Choctawwatchie, it is proper that it should be found in the office of the Secretary of Government, as it was granted by the same Government, as appears from evidence, and therefore your Excellency may be pleased to command it to be given in such manner as he may think proper.

"The other grant which was made by this Intendencia of the army to Don Fernando de la Masa Arredondo and Son, by a decree of the 21st of December, 1817, of a tract of land known by the name of Alachua, of four leagues to each wind, and of a rectilineal figure, was completed in the original title, which should have been delivered to those interested. Since in the expediente there is only found the minutes of the concession, there can only be given an attested copy in the Spanish language of the proceedings had in the case, which are contained in the petition of Arredondo, the reports of the surveyor and of the Señor Fiscal, and the decree in conformity therewith, with the expressed minutiæ of the title.

"As to the other document which is shown to have been followed, in 1787, by the purchase made of the Indians of the lands in which is situated fort St. Mark's of Appalachie, no evidence of it has been met with, in despite of all the care employed in search of it. This is what I have to say to your Excellency in answer to the aforesaid communication."

This I have transmitted to you in answer to yours on this

subject, and in order that you may have recourse to the Intendencia of the army for the purpose of receiving the said original papers, and authenticating the abovementioned receipt, and in addition, as to those which you have sought from this Captain Generalship, that they shall be sought after with all proper activity, and that those which may be found shall be delivered up. God preserve you many years. Havana, 4th March, 1830.

FRANCISCO DIONISIO VIVES.

Señor Don R. K. Call, Special Agent of the United States in this place.

I certify the foregoing to be a true and faithful translation from the original, marked No. 4, C.

E. R. GIBSON.

And, at another day, to wit, at a superior court held for the middle district of Florida, at the city of Tallahassee, on Wednesday, the 12th day of August, in the year of our Lord one thousand eight hundred and twenty-nine, came the solicitor for the petitioners, and moved the court for leave to withdraw the following papers and documents, filed in this cause by the said petitioners, to wit: the abstracted translation of leg. K, No. 1, A, No. 10, K, No. 12, M, No. 34, J J, and the wills of John Leslie and Thomas Forbes, No. 38, M M, No. 39, N N, and No. 40, O O. On which motion time was taken to consider.

And, at another day, to wit, at the same court, continued and held on Saturday, the fifteenth day of August, in the year last aforesaid, on motion of the solicitor for the petitioners, leave was given to file an amended petition and additional documents named in the same, which were accordingly filed;

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and on further motion of the said solicitor, who filed a replication to the answer of the district attorney, this cause is set for hearing; and, on motion of the district attorney, it is ordered that the petitioners in this case do file on or before the fifth day of the next October term of the court, bond, with approved security, conditioned for the payment of the costs accruing in this cause, according to the act of Congress, in such case made and provided.

The following is the replication filed by the solicitors for the petitioners to the answer of the district attorney, viz:

COLIN MITCHEL AND OTHERS
vs.
THE UNITED STATES. } *Replication.*

The replyants, saving to themselves all and all manner of advantage of exceptions to the manifold errors and insufficiencies of said answer, filed herein by James G. Ringgold, attorney of the United States for the said United States, for replication thereunto, say, that they will aver and prove their said petition to be true, certain, and sufficient, in law, and under the treaty between his Catholic Majesty and the United States, of the 22d of February, 1819, and the act of Congress in such cases provided. And the replyants say, that the said answer of the attorney is uncertain, untrue, and insufficient; and that the matters and things therein contained are not sufficient to debar these petitioners from having their decree of confirmation as is by law directed. They deny all the matters of avoidance to their petition, as entirely insufficient in law and equity. All which matters and things these replyants are ready to aver and prove as this honorable court shall award, and they humbly pray, as in and by their original

petition they have prayed, and for the causes therein, for the confirmation and approval of their titles, &c.

BERRIEN & WHITE,
For petitioners.

And at another day, to wit, at a superior court held for the middle district of Florida, at the city of Tallahassee, on Friday, the 9th of October, 1829, came as well the petitioners' solicitor as the district attorney. And thereupon the said petitioners moved the court for a hearing and trial of this cause, which motion was opposed by the said district attorney; and being fully argued, time is taken to consider of the same.

And at another day, to wit, at the same court, continued and held on Saturday, the 10th day of October, 1829, came as well the petitioners' solicitor as the district attorney; and the motion made on yesterday for a trial and hearing of the cause being under consideration, it is ordered, that, unless good and sufficient cause be shown by the district attorney, on or before Monday next, for a continuance of this cause, the same will be taken up, and hearing and trial had agreeably to the motion of the petitioners.

And at another day, to wit, at the same court, continued and held on Monday, the 12th day of October, 1829, came as well the petitioners, by their solicitor, as the district attorney; and thereupon the cause shown by the district attorney for a continuance being adjudged sufficient by the court, it is ordered that the cause be continued until Friday, the 1st day of January next.

On motion of the district attorney, a commission is awarded to take the deposition of Daniel Blue, to be read as evidence in this cause, returnable here on Tuesday, the 15th day of December next.

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And at another day, to wit, on the 24th day of October, in the year last aforesaid, the following petition for a foreign commission was presented to the judge of said court, which, together with the order passed thereon, is as follows:

COLIN MITCHEL AND OTHERS
vs.
THE UNITED STATES. } *In equity.*

James G. Ringgold, district attorney of the United States, for and in behalf of the respondents, prays that a foreign commission may issue to Havana, island of Cuba, and within the provinces of Spain, to examine into the archives of said province, as to the several transactions and authentication of records and documents filed and set forth by the petitioners in this cause, as well as to inquire into the laws and ordinances of Spain, so far forth as they may have a bearing upon the truth of the allegations contained in the petitioners' petition.

And the said attorney in this behalf represents that he is unable to state at this time the names of the Spanish officers formerly residents of the Floridas, and now of Cuba, (because of difficulties unnecessary to detail here,) he may find it necessary to examine, but believes there are several from the petitioners' own showing, that may give important testimony, and, unless their testimony be taken, he cannot go safely into this trial.

Ordered, upon the foregoing application for a foreign commission, that the same do issue, directed to such persons as the petitioners and respondents may hereafter designate, and provided the respondents serve a copy of this application and order upon the petitioners or their counsel ten days before the issue of the same.

The commission is made returnable on or before the third Monday of December next. And it is further ordered, that

the respondents may be at liberty to take out their commission directed to their own commissioners, and proceed to execute the same, in case the petitioners shall not, upon being duly notified as above, concur in nominating commissioners on their part.

THOMAS RANDALL, *Judge.*

Tallahassee, October 24, 1829.

The commission issued in conformity with the above order and instructions, the interrogatories and cross interrogatories thereto attached, and the depositions taken under the same, are as follows, viz:

United States of America, middle district of Florida.

To William Shaler, Andrew S. Garr, and William Ropes, of Havana, in the island of Cuba, gentlemen, greeting:

Be it known that you are appointed commissioners to examine evidences in a cause depending in the superior court for the middle district of Florida aforesaid, between Colin Mitchel and others, petitioners, and the United States, defendants, or either of them; therefore, you, or any two or more of you, are requested, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of this commission; and having sworn one or more interpreter or interpreters, upon his or their oaths, solemnly, well, and faithfully to interpret the oath or oaths and interrogatories which shall be administered and exhibited by either party to any such witnesses who doth not understand the English language; and, also, to interpret their examinations and depositions taken to the said interrogatories, that at such time and place as you, or any two or more of you, may deem con-

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venient, you cause to come before you, or any two or more of you, all such witnesses as shall be named or produced to you, or any two or more of you, by either of the petitioners or defendants; and that you, or any two or more of you, examine each of them apart upon their respective corporal oaths, to be by you, or any two or more of you, administered according to the custom of the country, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you, or any two or more of you, cause notice to be given to the parties or their attorneys of the execution of this commission before you execute the same: and having reduced the depositions of the witnesses so taken by you, or any two or more of you, into writing, you send the same, with this commission, closed under your, or any two or more of your, hands and seals to the said superior court with all convenient speed, certifying, also, in what manner the oath or oaths shall have been administered by you, or any two or more of you, to the several witnesses respectively, who shall have been examined under this commission, and of what religion each or every of said witnesses respectively is or are.

Witness, the Honorable Thomas Randall, Judge of the said court, this 5th day of December, 1829, in the 54th year of American independence.

[L. S.] JAMES I. LINN, *Clerk.*

Commissioners' oath.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examination and deposition of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is

closed, be produced to and left with you by either of the said parties. So help you God.

Clerk's oath.

You shall, truly, faithfully, and without partiality to any or either of the parties in this cause, take, write down, and transcribe the deposition of all and every witness and witnesses produced before and examined by the commissioners, or any two or more of them named in the commission hereunto annexed, as far forth as you are directed and employed by them, or any two or more of them, to take, write down, and transcribe the said depositions or any of them. So help you God.

The execution of this commission appears in certain schedules hereunto annexed. Witness our hands and seals at the city of Havana, this sixth day of March, A. D. 1830.

WILLIAM SHALER, [L. S.]
ANDREW S. GARR, [L. S.] } *Commissioners.*
WILLIAM ROPES, [L. S.]

Attest: J. WHITEHEAD,
Clerk to the Commissioners.

Superior Court, in the middle district of Florida, sitting in chancery.

A.

Interrogatories, to be administered to witnesses to be produced, sworn, and examined, on the part and behalf of the petitioners, in a certain cause now depending in the superior court for the middle district of Florida, in equity, wherein Colin Mitchel and others are petitioners, and the United States of America are respondents, by virtue of a commission issuing out of and under the seal of the said court, in pursuance of an order thereof, made on the 24th day of October, 1829.

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First interrogatory. What is your name, age, place of residence, and occupation?

Second interrogatory. Were you a resident in Florida? And if so, at what place or places, and during what years?

Third interrogatory. Have you any knowledge of a certain sale of lands made by the Seminole Indians to the house of Panton, Leslie, & Co.? If yea, state fully and particularly all the circumstances attending the same, as far as your knowledge and recollection thereof will permit, the time when the negotiation for the sale commenced, and, if you assisted therein, in what your assistance consisted.

Fourth interrogatory. Have you any knowledge of a certain sale of lands made by the same Indians to the house of John Forbes & Co.? If yea, state fully and particularly all the circumstances attending the same, as far as your knowledge and recollection thereof will permit, the time when the negotiations for the sale commenced, and, if you assisted therein, in what your assistance consisted.

Fifth interrogatory. Were you during any, and what period of time an assistant in the establishments of Panton, Leslie, & Co., of Pensacola, and of their successors John Forbes & Co.?

Sixth interrogatory. Were you or were you not admitted a sworn interpreter of the Spanish Government at Pensacola? And if yea, at what time were you so admitted? And how long did you continue in that capacity?

Seventh interrogatory. Were or were not your interpretations and translations in the course of the negotiations for the two several sales abovementioned made with fidelity and adherence to the duty of a sworn interpreter?

Eighth interrogatory. Were or were not the said several negotiations carried on with perfect good faith on all sides,

with due regard to the then existing Spanish laws, and with the utmost publicity? And were the sales that ensued legal and valid as you know, or for any and what reason believe?

Ninth interrogatory. Was or was it not well known, both to the Spanish Government and to the public, that the Seminole Indians were largely indebted and responsible to the two establishments of John Forbes & Co., and Panton, Leslie, & Co., for goods purchased and robberies committed? Have you or have you not a personal knowledge that such indebtedness and responsibility existed? And if yea, state all you know on the subject, and how you acquired your knowlege.

Tenth interrogatory. Was or was not the Spanish Government, as well by their particular engagements towards Panton, Leslie & Co., as by a principle of honor, bound to procure payment of the debts and satisfaction for the robberies aforesaid? Did or did not Governor Folch appear to be fully impressed with that obligation? And did or did he not appear to consider himself and his Government relieved upon the acceptances by the aforesaid houses of the lands sold to them as abovementioned? Did or did not the Intendant Vigonri, of Havana, manifest a sense of the existence of such obligation on the part of his Government?

Eleventh interrogatory. Was or was it not notorious that throughout the two Floridas a great part of the whole territory was held by the Indians in fee simple, with limits and boundaries well understood of separation from the other lands possessed by Spain and her subjects? Was or was not the right of the Indians acknowledged of disposing of any portion or portions of the lands so held by them? And have you or have you not a knowledge of other sales made by Indians, both in Louisiana and in Florida, directly to private individuals?

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Twelfth interrogatory. Did or did not Governor Folch, because of there being no public notary at Pensacola, put his certificate and signature to the deed of sale to Panton, Leslie, & Co., and subsequently in virtue of his powers confirm the same? Was or was he not, at the respective times of so doing, Subdelegate of the Royal Exchequer? And if such sale had been illegal, or in any manner derogatory or injurious to the interests of the Crown, was it not his duty as such Subdelegate, to have refused his sanction or interference in the affair? Was or was he not also, in virtue of his office, protector of the Indians, and, as such, obliged to see that no injustice was done to them?

Thirteenth interrogatory. Did or did not the Intendant Morales arrive at Pensacola at or about the time of the negotiation for the aforesaid sale to John Forbes & Co.? Was or was he not to your knowledge, well informed of the same? And if such last mentioned sale had been illegal, or in any manner derogatory or injurious to the interests of the Crown, or if he had considered the lands in question to be Crown lands, was it not his official duty to have used every effort to prevent or defeat that sale? Did he or did he not make any opposition thereto?

Fourteenth interrogatory. Did or did not Governor Folch give notice or information to his Government of the said several sales, or of either of them, as you know, or for any and what reason believe? And at what time or times were such notice and information given?

Fifteenth interrogatory. Was the confirmation of the King necessary to the legality or validity of the said sales, or to enable the vendees to enjoy the full benefits thereof?

Sixteenth Interrogatory. Did or did not Governor Folch, after going out of office, undergo a "residencia" in Cadiz?

State fully and particularly the nature and effect of a "residencia," and what were the consequences of his residencia, as far as the same have come to your knowledge.

Seventeenth interrogatory. Was it or was it not a fact of public notoriety, that the cession of land so received from the Indians by Panton, Leslie, & Co. and John Forbes & Co. were disadvantageous to those houses, the said lands being dead stock, and their then value far below the amount of the just claims of the said houses against the vendors? Did, or did not the said houses, at any time or times to your knowledge, offer to cede back and restore the lands on receiving just and adequate compensation? And do you or do you not know that the said houses received and retained the lands with great reluctance, and solely because of the inability of the Indians to make payment or satisfaction in any other way?

Eighteenth interrogatory. Do you or do you not know that the representatives of the said firms of Panton, Leslie, & Co. and John Forbes & Co. have retained possession of the aforesaid lands up to the period of their resale, and with the full consent of the Spanish authorities?

Nineteenth interrogatory. Have you ever, at any time or times, previous to the cession of the Floridas to the United States of America, known or heard the legality or validity of the said sales, or of either of them, or the title of the vendees or their assigns to the lands in question, denied, disputed, or in any manner objected to or doubted?

Last interrogatory. Do you know of any other matter or thing, or can you say any thing touching the matters in controversy in this cause, that may tend to the benefit and advantage of the petitioners? If yea, declare the same as fully and particularly as if you were thereunto specifically interrogated.

COLIN MITCHEL,

For himself and co-petitioners.

The witnesses to be examined under the preceding interrogatories are, Don Andrez Fernandez, Don Benigno Calderon, and Don Pedro de Alba.

The 5th, 6th and 7th interrogatories apply to Don Andrez Fernandez exclusively, and are not to be put to the other witnesses.

B.

Cross-interrogatories by the counsel of the United States.

First interrogatory. Did you know the Indian chief, Alexander McGillivray? And was he not a member and copartner of the house of Panton, Leslie, & Co.?

Second interrogatory. Of what tribe of Indians was the said McGillivray? And was he not one of the most powerful and influential chiefs of the Seminole and Creek nations?

Third interrogatory. Did not the said McGillivray and the said Panton & Leslie all die before the year 1806? If yea, state fully and particularly at what time and place each of said individuals died.

Fourth interrogatory. What was the amount of debts due the house of Panton, Leslie, & Co. from the Creek and Seminole Indians? And at what time were said debts contracted?

Fifth interrogatory. Where did the Indians live who owed these debts to the house of Panton, Leslie, & Co., and for the payment of which the land now claimed by Colin Mitchel and others was sold to the house of Panton, Leslie, & Co.? Did they inhabit Florida, or the country north of the 31st degree of latitude? And did they or any of them live within the limits of the grant to the said Panton, Leslie, & Co.?

Sixth interrogatory. Did not many of the said Indians live at or near the Hickory Ground, between the Coosa and Tallapoose rivers, and within the territory of the United States?

Seventh interrogatory. What was the consideration given

by the house of John Forbes & Co. for the land including the Spanish fortress of St. Mark's de Appalachie, purchased from the Indians in the years 1810 and 1811?

Eighth interrogatory. Look at the document hereto annexed, marked (*a.*) Did you know the individuals whose names are therein mentioned, or any of them? If yea, where did they reside? Did they live in Florida, and in what part thereof, or within the territory of the United States north of the 31st degree of latitude? Were they Indians or white men? And to what nation or tribe did they belong?

Ninth interrogatory. Do you know that the amount charged to each of said individuals in said document is truly and justly charged? State all that you know with regard to each and every of said individuals, their respective places of residence, the nation or tribe to which they belonged, the property they possessed, and their ability to pay the debts charged against them.

Tenth interrogatory. Was not Juan Ventura Morales Intendant of West Florida from the year 1798 until 1812? If not, for what length of time was he Intendant?

Eleventh interrogatory. Was not Governor Folch, and all other Governors and Commandants of posts within the limits of West Florida, when exercising the powers and duties of Subdelegates of the Royal Treasury, subordinate to and under the jurisdiction of the Intendant, from the year 1798 until 1812?

Twelfth interrogatory. Was it not necessary, and was it not the custom, to have all concessions made by the Governors and Commandants of posts confirmed by the Intendant?

Thirteenth interrogatory. Were the concessions of land made by the said Governors and Commandants of posts, as Subdelegates of the Royal Treasury, ever considered as good

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and perfect titles to the land conceded, until ratified and confirmed by the superior authority of the said Intendant?

Fourteenth interrogatory. Was not the exclusive power of granting and distributing all kinds of lands in West Florida vested in the Intendancy from and after the date of the royal order of the 22d of October, 1798?

Fifteenth interrogatory. Were not the general regulations of the Intendant Morales, dated at New Orleans, 17th day of July, 1799, in force in West Florida from and after said date? And did not the said regulations constitute the only rule for making grants of land in West Florida after that period? If nay, state what other regulations were in force.

Sixteenth interrogatory—[*to be administered alone to Don Benigno Calderon.*] Were you not at one period Governor and Commandant of the post of Mobile? And were you not governed by said regulations in making concessions of land? And did not the said concessions made by you require the approval and confirmation of the said Intendant? State fully all you recollect on this subject.

Seventeenth interrogatory. Was not the Intendant Morales at Pensacola, and then and there discharging the duties of his said office, when Governor Folch, in 1806, confirmed the sale made by the Indians to the house of Panton, Leslie, & Co.; and in 1811, when the said Governor confirmed the sale made by the said Indians to the house of John Forbes & Co.?

Eighteenth interrogatory. Did not the agents of the houses of Panton, Leslie, & Co., and of John Forbes, & Co., apply to the said Intendant Morales to confirm the several sales of land made by the Indians aforesaid? And did not the said Intendant refuse so to do?

Nineteenth interrogatory. Was there not a controversy be-

teen Governor Folch and the Intendant Morales, relative to their respective powers of granting and disposing of the royal land in Florida? If yea, to whom was this controversy referred? And was it not decided that the Intendant alone possessed the power of granting and disposing of said lands? State fully and particularly all you know and believe on this subject, with your reasons for such belief.

Twentieth interrogatory. How do you know that it was well known, both to the Spanish Government and to the public, that the Seminole Indians were largely indebted to the house of Panton, Leslie, & Co., and to the house of John Forbes & Co.?

Twenty-first interrogatory. Did you ever examine the engagement entered into between the Spanish Government and the house of Panton, Leslie, & Co.? And do you consider from that engagement that the Spanish Government was bound to provide payment for the debts due, and satisfaction for the robberies committed by said Indians?

Twenty-second interrogatory. Did not the Spanish Government grant to this house the most extraordinary privileges, and such as were denied to all other merchants in Florida? Did not the said house, under the license granted by the King to import Indian goods free from duty, import all kinds of goods? Please state all you know on this subject?

Twenty-third interrogatory. Was the fee simple right of the Indians to the lands in Florida recognised by the King, and sanctioned by the laws and ordinances of Spain? If yea, in what particular instance was that right recognised? And by what law or ordinance was it sustained? How did the Indians acquire this right?

Twenty-fourth interrogatory. In what year did Governor Folch undergo his "residencia?" What were the particular

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matters investigated on the occasion? And what was the result? Have you ever seen the proceedings in relation to the "residencia" of Governor Folch? And how do you know the result thereof?

Twenty-fifth interrogatory. What was the nature of the possession held by the representatives of the house of John Forbes & Co., and of the house of Panton, Leslie, & Co., of the lands aforesaid? Was not the whole territory embraced by the said grants, until the date of the sale to Colin Mitchel and others, a perfect wilderness, uninhabited except by Indians, and without cultivation or improvement?

Twenty-sixth interrogatory. At what time was the fortress of St. Mark's de Appalachie erected by the Spanish Government? Was it not garrisoned by the troops of Spain in 1810 and 1811, and for many years previous to that period?

Twenty-seventh interrogatory. Is not the said fortress situated at the junction of the rivers St. Mark's and Wachulla, and within the limits of the land sold by the Indians to the house of John Forbes & Co.?

Twenty-eighth interrogatory. Was not the said fortress garrisoned by the troops, and held by the Crown of Spain until the cession and delivery of Florida to the United States?

Twenty-ninth interrogatory. Had either the Indians living within the territory of the United States, or the Indians of Florida, the right to sell to individuals the land including said fortress? And did the Spanish Government approve of that sale?

Thirtieth interrogatory. Was not the grant to Panton, Leslie, & Co., and the grant to John Forbes, & Co., disapproved by the Spanish Government?

Thirty-first interrogatory. Was not the conduct of Governor Folch, while administering the government of West

Florida, disapproved and condemned by the Captain General and Intendant of Cuba? And was he not superseded and removed from said Government.

Thirty-second interrogatory. Did not Governor Folch retire in great disrepute from the Government of Florida?

Thirty-third interrogatory. Was he not concerned with, and greatly under the control and influence of, the house of Panton, Leslie, & Co., and the house of John Forbes & Co.? State all you know on this subject fully and particularly.

Thirty-fourth interrogatory. At what time did Governor Folch give notice and information to his Government of the sales made by the Indians to the said houses? Was this information given in writing? And did the Spanish Government approve of said sales? State fully to whom this information was given by Governor Folch, and what was the result.

Thirty-fifth interrogatory. Were there any fixed and established boundaries between the lands belonging to the Crown of Spain, and those said to belong to the Indians of Florida? If yea, what were those boundaries?

Thirty-sixth interrogatory. Did not Governor Folch before and during the negotiation for the land sold by the Indians to the house of Panton, Leslie, & Co. receive at different times, from said house, or from some of the members thereof, many valuable presents? If yea, state at what time those presents were made, and of what they consisted.

Thirty-seventh interrogatory. Did not the said house import for Governor Folch a valuable service of plate? Was not the said plate delivered to the said Folch? And did he ever pay for the same?

Thirty-eighth interrogatory. Was not Governor Folch at the time in indigent circumstances, and such as did not warrant the importation of such articles on his own account?

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Thirty-ninth interrogatory. Were not two of the sons of Governor Folch educated in England? How long did they remain there, and who paid their expenses during that period? If said expenses were paid by the house of Panton, Leslie, and Co., what was their amount? And was it ever refunded to said house, to the best of your knowledge and belief? State fully and particularly all you know and believe on this subject.

Fortieth interrogatory. Was not the Creek nation of Indians, until conquered by the United States in 1813 and 1814, one of the most numerous and powerful of the southern tribes of North America? Did not the people of this nation inhabit all that vast region of country which now constitutes the greater portion of the States of Georgia and Alabama?

Forty-first interrogatory. Did the Creek nation of Indians own any of the lands in Florida, and particularly that part purchased by John Forbes & Co.?

Forty-second interrogatory. From your personal knowledge of this nation, and the vast numbers of which it was composed, do you believe it would have sold a part of its territory to pay the debts contracted by only twenty-six individuals, many of whom were white men and traders who did not belong to that nation?

Forty-third interrogatory. Did you know the tribe of Indians called the Tallapooses? If yea, state in what part of the country they lived, and whether they were considered as a part of the Creek nation.

Forty-fourth interrogatory. Did you know any thing of the tribe of Indians called the Seminoles? If yea, in what part of the country did they live? Was it in Florida, or north of the 31st degree of latitude? Did the Seminoles constitute a separate and independent community, or did they form a part of the Creek nation of Indians? State fully and particularly all you know on this subject.

Forty-fifth interrogatory. Do you know of any other matter or thing, or can you say any thing touching the matters in controversy in this case, which may tend to the benefit of the United States? If yea, declare the same as fully and particularly as if you were thereunto particularly interrogated.

R. K. CALL,

Council for the U. States.

The thirty-sixth, thirty-seventh, thirty-eighth, and thirty-ninth interrogatories to be administered alone to Don Andrez Fernandez.

(*a.*)

A list of debts due from Indians of the lower towns of the Creek nation to the House of Messrs. John Forbes, & Co., of Pensacola, up to the 22d of January, 1811.

Juan Tarvin, - - - -	$1,596 01¼
Thomas Millar, - - - -	236 00
Thomas Carr, - - - -	4,460 03¾
Tomas Perryman, - - -	319 01
Guliemo Perryman, - - -	994 05½
Santiago Lovett, - - -	2,551 06¼
Guliemo Love, - - - -	6 02¾
Catteeghu, - - - -	183 02¾
Mrs. Mealy, - - - -	3 03¾
George Clem, - - - -	1,158 03½
Juan Kinnard, - - - -	62 01¼
Hollowing King, - - - -	1,184 01¾
Lovel and Gray, - - - -	432 05
Benjamin Steadman y Hajo, - -	1,433 03¼
El Hejo and Hollowing King, -	174 07
Tickelugee, - - - -	55 04¼
Juan Smithmore, - - - -	230 03¼

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George Comins, - - - -	1,033 02½
Muluchee, - - - - -	520 00½
El Sabrino de Bully, - - -	21 02
Roberto Tool, - - - -	71 03¾
Juan Forester, - - - -	62 04
Nepichalo, - - - - -	288 04½
El Sobieno de Phitatouchy, - -	23 01¾
Capitan Tuskenia, - - -	1,258 03
Gustavus P. Eastridge, - - -	505 03¼
	$19,389 56¼

Errors and omissions excepted. Pensacola, 22d January, 1811.

JOHN FORBES, & Co.
By JOHN INNERARITY.

Additional cross-interrogatories to be administered to Don Benigno Calderon.

First interrogatory. What was the process of obtaining, and what was the form of a perfect title to land, under the rules and regulations of the Spanish Government after the date of the royal order of the 22d October, 1798? State fully and particularly all you know on this subject.

Second interrogatory. Where individuals held claims against the Spanish Government, was it not necessary to present those claims to the Intendancy for adjustment?

Third interrogatory. Was it not the peculiar province of the Intendant to approve or disapprove of all claims or demands against the royal treasury? And did not the Intendant require conclusive proof of the truth and justice of said claims before they were admitted and paid? State all you know in relation to this matter.

Fourth interrogatory. Was there no public Notary at Pensacola when Governor Folch put his certificate and signature to the deed of sale from the Indians to the house of Panton, Leslie, & Co.? And had the said Folch a right, at the same time, and in the same transaction, to act as Governor, Subdelegate, and Notary Public?

Fifth interrogatory. How do you know that the sales made by the Indians to the house of Panton, Leslie, & Co. and the house of John Forbes, & Co. were "legal and valid?" Are you acquainted with any law or usage of the Spanish Government which sustains such sales? If yea, state the same fully and particularly.

C.

Interrogatories to be administered to witnesses to be produced, sworn, and examined, on the part and in behalf of the United States, in a certain cause now depending in the superior court for the middle district of Florida, sitting at Tallahassee, in equity, wherein Colin Mitchel and others are petitioners, and the United States of America respondent, by virtue of a commission issuing out of and under the seal of said court, in pursuance of an order thereof, made on the 24th day of October, 1829.

First interrogatory. What is your name, age, occupation, and place of residence?

Second interrogatory. Were you or were you not Secretary of the Intendancy of Louisiana and West Florida? If yea, what length of time were thus engaged?

Third interrogatory. Was or was not the Intendant Morales stationed at Pensacola from the early part of the year 1806, until the year 1812? And were you not during that period the Secretary of the said Intendant?

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Fourth interrogatory. Was or was not the exclusive power of granting or disposing of all kinds of land in West Florida vested in the said Intendant from and after the date of the royal order of 22d October, 1798?

Fifth interrogatory. Were or were not the general regulations or instructions of the Intendant Juan Ventura Morales, dated at New Orleans on the 17th July, 1799, in force? And did they not constitute the only rule for granting and disposing of land in West Florida from and after the date thereof?

Sixth interrogatory. Was there or was there not a controversy between Governor Folch and Intendant Morales relative to their respective powers to grant and dispose of all kinds of land in West Florida? And was it not decided by the proper authority that this power belonged exclusively to the said Intendant? State fully and particularly all you know on this subject.

Seventh interrogatory. Did or did not the representatives of the house of Panton, Leslie, & Co. apply to the Intendant Morales to confirm the sale made by the Indians to the said house of the land now claimed by Colin Mitchel and others? And did not the said Intendant refuse so to do?

Eighth interrogatory. Do you know any thing of the sale made by the Indians to the house of John Forbes & Co. of a tract of land in Florida in the year 1811? And do you know any thing of the confirmation of said sale by Governor Folch in 1811?

Ninth interrogatory. Were or were not the Governors and Commandants of posts in West Florida, when exercising the powers and duties of Subdelegates of the royal treasury, subordinate to, and under the jurisdiction of the Intendants?

Tenth interrogatory. Did not the grants of land made by the said Subdelegates require the approval and confirmation

of the Intendant, before they were considered good and perfect titles to the land conceded?

Eleventh interrogatory. Was it or was it not the peculiar province and duty of the Intendant to settle and adjust all claims and demands of individuals against the Spanish Government? And did or did not the said Intendant require full and ample proof of the justice and truth of said claims, before they were allowed and paid?

Twelfth interrogatory. Look upon the books produced and shown to you at this the time of your examination, marked A and B, and entitled the 1st and 2d volumes "Palacios Instituta Illustrada." Are or are not the said books considered as the highest authority of the laws of Spain? And were they not in full force and operation throughout the dominions of his Catholic Majesty in North America?

Thirteenth interrogatory. Look at the papers produced and shown to you at this the time of your examination, marked C and D, and numbered 1 and 2, respectively? Is or is not the 1st, No. 1, C, a true copy of the 81st article of the royal ordinances of the Intendants of New Spain of the year 1786? And is or is not the second, No. 2, D, a true copy of the tenth and twelfth articles of the royal order of the 15th of October, 1754?

Fourteenth interrogatory. Do you know, or can you set forth any other matter or thing which may in anywise tend to the benefit or advantage of the United States in this cause? If yea, set forth the same and all the circumstances and particulars thereof, according to the best of your knowledge, remembrance, or belief, with your reasons at large.

R. K. CALL,
Counsel United States.

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From the 1st to the 11th interrogatory, inclusive, to be administered to Don Francisco Arroyo, and also the 14th interrogatory.

The 1st, 12th, 13th, and 14th interrogatories, to be administered to El Lice. Don Navarro.

I have perused the foregoing interrogatories, and decline putting any cross-interrogatories to Don Francisco Gutierrez de Arroyo, and to Lice. Navarro. In doing so, I think it proper to state that I am informed by the best legal authorities in this city, that the "Instituciones del derecho civil de Castilla," written by the Doctors Asso and Manuel, and edited by Doctor Don Joaquin Maria Palacios, is not considered in the courts as a book of authority; and I also object to the competency of the gentleman who is called upon to testify to its merits. Havana, 3d March, 1830.

COLIN MITCHEL,
For himself and co petitioners.

Island of Cuba, City of Havana. Be it known that on the fifteenth day of February, in the year of our Lord one thousand eight hundred and thirty, William Shaler, Andrew S. Garr, and William Ropes, Esquires, all citizens of the United States of America, having been named the Commissioners under a commission issued out of and under the seal of the superior court for the middle district of Florida, dated the 5th day of December, 1829, and hereunto annexed, assembled at the house of the said William Shaler, Esquire, United States' Consul in the said city of Havana; when the said William Shaler, in his official capacity, proceeded to administer to the said Messrs. Garr and Ropes the oath prescribed by, and annexed to, the said commission, headed "Commissioners' Oath;" the said oath was then administered by Mr. Garr, one of the sworn Commissioners, to the said Shaler.

John Whitehead was then appointed by the beforenamed Commissioners their Clerk, to whom the oath annexed to the said commission, headed "Clerk's Oath," was by them administered.

Thomas E. Wood, having been appointed an interpreter under the said commission, was summoned to appear, and the oath, according to the certificate hereunto annexed, was administered to him. He being a Roman Catholic, was sworn upon the Holy Evangelists and the cross. The Commissioners then adjourned to meet again to-morrow, at the same place.

Havana, February 16th, 1830. The Commissioners met pursuant to adjournment.

Depositions of witnesses produced, sworn, and examined, on the sixteenth day of February, in the year of our Lord one thousand eight hundred and thirty, at the house of William Shaler, Esquire, United States' Consul in the city of Havana, by virtue of the commission issuing from the superior court of the middle district of Florida, to us directed, for the examination of witnesses in a certain cause depending in this said court, wherein Colin Mitchel and others are petitioners, and the United States of America are respondents.

Andrez Fernandez, of Havana, aged forty-three years and upwards, being produced, sworn, and examined, on behalf of the petitioners, in the title of these depositions named upon the direct interrogatories hereunto annexed, marked (*a*,) doth depose as follows, viz. (The said witness being a Roman Catholic, was sworn upon the Holy Evangelists and the cross; his oath is hereunto annexed.)

To the first interrogatory, he saith, that his name is Andrez Fernandez; his age is forty-three years; his place of residence is Havana; and his occupation is that of a merchant.

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To the second interrogatory, he saith, that he was a resident in Pensacola, Florida, from 1802 until 1808, being absent at short intervals to visit his family at New Orleans, and on business at Havana; that until very lately he had supposed his residence in Pensacola commenced in 1803, and that he had deposed to that effect; but that he has lately seen papers, signed by him, which convince him that he was a resident there prior to 1803.

To the third interrogatory, he saith, that he knows a sale was made by the Seminole Indians to the house of Panton, Leslie, & Co., which was completed in about the year 1804; that when he first went to Florida he went as a clerk to the said house, the business of which was conducted by John Forbes, under that firm, until a new license for the privilege of residing and trading there was granted by the Spanish Government, about a year afterwards, to John Forbes, under the title of John Forbes and Company; that when he first entered the service of said house, he found them engaged in negotiating with the Seminole Indians for the purchase of lands from them as indemnity for debts due said house for goods sold said Indians, and for depredations committed at different times by said tribe, under William Augustus Bowles, their leader, upon the property of the said house, in which negotiations he, the witness, assisted as Interpreter for the Government, and in copying the correspondence of said house on that subject, and in making out their accounts against the Indians; that the greater part of the Indian chiefs, who assembled at Pensacola to make and complete said sale, were personally known to the witness, he having seen them frequently prior to that time trading with the said house, and having on one occasion gone to Appalachicola to further that object.

To the fourth interrogatory, he saith, that he has heard of such a sale having been made, but that he has no personal knowledge thereof.

To the fifth interrogatory, he saith, that an answer will be found in his replies to the second and third interrogatories.

To the sixth interrogatory, he saith, that he was admitted sworn Interpreter of the Spanish Government at Pensacola; that he was so admitted soon after his arrival in Pensacola, say within twelve or eighteen months; and that he continued in that capacity during the remainder of his residence in that place.

To the seventh interrogatory, he saith, that he acted as Interpreter and translator in the sale spoken of in his reply to the second interrogatory, but not in the second sale, as he was not there at the time; that his duties in both said capacities were always by him faithfully and correctly discharged.

To the eighth interrogatory, he saith, that they were, so far as relates to the first sale, but of the second sale he repeats that he knows nothing; that, as regards the first sale, he never had reason to doubt but that the negotiations were carried on with perfect good faith on all sides, and with due regard to the existing Spanish laws; and he addeth, that it would have been impossible to have given greater publicity to the negotiation than was given; and that he has no reason to doubt the legality and validity of the said sale.

To the ninth interrogatory, he saith, that it was a matter of general notoriety, and that his personal knowledge that such indebtedness and responsibility existed as is named in the interrogatory was derived from his situation in said house, which gave him employment in many of the transactions, as before stated, and from the admissions of the fact by the Indians in their conversations.

To the tenth interrogatory, he saith, that he always under-

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stood that the Spanish Government were bound to protect the said house, but that he never knew the nature or extent of that protection. He thinks that Governor Folch was impressed with the obligation mentioned in the interrogatory; that the said Governor appeared pleased with the transaction; but he knows not what were his feelings in consequence of the acceptance by the aforesaid house of lands in payment from the Indians. He does not know whether or not the Intendant Vigonri, of Havana, manifested a sense of the existence of the obligation before mentioned.

To the eleventh interrogatory, he saith, that, not being a lawyer, he does not fully comprehend the meaning of the words "fee simple;" but that it was the general understanding that the Indians were the owners of a great part of the whole territory of the two Floridas, yet the sanction of the Spanish Government was necessary to enable them to dispose of any of it; they were considered as being upon a footing, under the law, with minors. As to the limits and boundaries of their land, he knows nothing. He further saith, that the right of the Indians to dispose of their lands was acknowledged, subject to the before stated restriction; that he understood in Florida that other sales were frequently made, both in Louisiana and Florida, by Indians; but he has no specific knowledge thereof.

To the twelfth interrogatory, he saith, that there being no public notary at that time in Pensacola, Governor Folch did put his certificate and signature to the deed of sale to Panton, Leslie, & Co., and, subsequently, in virtue of his power, confirm the same; he does not know whether or not he was subdelegate. If he was the subdelegate, the witness conceives that it was his duty to have refused his sanction to or interference in the affair, if such sale had been illegal, or in any manner derogatory or injurious to the interests of the Crown;

that the said Governor was, by virtue of his office, protector of the Indians; and as such, was certainly bound to see that no injury was done them.

To the thirteenth interrogatory, he saith, that he does not remember at what time Morales arrived in Pensacola, but that he, the witness, acted as interpreter for the Intendant under Morales. He does not know that Morales was informed of the negotiations for the aforesaid sale, or that he made any opposition thereto; that it was certainly his official duty to have used every effort to prevent or defeat that sale, if it had been illegal, or in any manner derogatory or injurious to the interests of the Crown, or if the lands in question had been Crown lands.

To the fourteenth interrogatory, he saith, that, while he was in the house of John Forbes & Co., he understood that Governor Folch had written to Havana to give information of the first sale; but of his own knowledge he can say nothing.

To the fifteenth interrogatory, he saith, that he believes it was not.

To the sixteenth interrogatory, he saith, that he understood Governor Folch did undergo a "residencia" somewhere after going out of office, but what the consequences of it were to him he does not know; the nature and effect of a "residencia" is to investigate the official conduct of a public officer.

To the seventeenth interrogatory, he saith, that, as regards the first cession of land to said house by the Indians, (which is the only one about which he has any personal knowledge,) its receipt as a payment from the Indians was certainly disadvantageous to said house, as he, the witness, did not at that time consider the lands as of much value; he has no doubt but the said house would have conveyed back and restored

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the land, on receiving a just and adequate compensation, but he has no knowledge of an offer to that effect having been made. The witness cannot say of his own knowledge that the said house retained the lands with reluctance; but he has no doubt that they only retained them because of the inability of the Indians to make payment or satisfaction in any other way.

To the eighteenth interrogatory, he saith, that he does not know.

To the nineteenth interrogatory, he saith, that he has no recollection of ever knowing or hearing, at any time, the legality or validity of the said sales, or either of them, or the title of the vendees or their assigns to the lands in question, denied, disputed, or in any manner objected to or doubted.

To the last interrogatory, he saith, that he does not recollect more, touching the matter in controversy in this cause, that may tend to the benefit and advantage of the petitioners.

HAVANA, *February* 17, 1830.

The commissioners met, pursuant to adjournment. The examination of Andrez Fernandez, the witness before named, was continued, upon the cross-interrogatories hereunto annexed, marked (*b.*)

To the first cross-interrogatory, he saith, that there were two persons of that name; the one (known as General Alexander McGillivray, and as a chief, who was, he believed, a Scotchman by birth, and who was a man of powerful influence among the Upper Creeks,) died prior to the time that witness entered into the service of the house of Panton, Leslie, & Co. He has never heard that he was a partner in said house, but he has heard that the members thereof paid very great attention to him when he visited Pensacola. The other

person of same name, the witness personally knew; he was not a chief, but a trader, and was not a partner in said house.

To the second cross-interrogatory, he saith, that, if General Alexander McGillivray be meant, he understood that he was a powerful and influential chief among the Upper Creeks; but whether or not he had any influence among the Seminole Indians he does not know. That if the other McGillivray, who was a trader, be meant, he saith that he was a man very much respected by the Upper Creeks with whom he lived, but he cannot say how far his influence went among them; that, whenever the said house held talks with the Creeks, the latter McGillivray was employed by the house to appear and attend to their general interests; the witness did not consider him an Indian, but he may have been a half-breed Indian.

To the third cross interrogatory, he saith, that General McGillivray died prior to his first arrival in Pensacola, but he does not know when or where; that the trader McGillivray was living when witness left Pensacola. Witness understood, that, a short time previous to his going to Pensacola, Panton left that place in bad health for Havana, but, not being allowed to land there, he proceeded thence for Nassau, New Providence, and died on his way thither; he never knew Leslie, but he understood that he resided in England, and does not know when or where he died.

To the fourth cross-interrogatory, he saith, that he did know, but he does not now remember, the amount of debts due the said house from the Indians; that the depredations before mentioned were committed prior to his going to Pensacola; that, at the time he entered the service of said house, a large amount of debts was due; and that, during the whole time of his service therein, the Indians, by their trading, continued to increase it.

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To the fifth cross-interrogatory, he saith, that those Indians lived in the Seminole country within the limits of Florida, and he thinks that many of them lived on a part of the lands granted to Panton, Leslie, & Co. In answering this cross-interrogatory, witness means to be understood as speaking in reference to that grant, and not to the claim of Colin Mitchel and others, of which he knows nothing.

To the sixth cross-interrogatory, he saith, that he believes they did not live within the limits named in the interrogatory.

To the seventh cross-interrogatory, he saith, that he does not know.

To the eighth cross-interrogatory, he saith, that he knew Thomas Millar, who, he believes, was a half breed Indian; that he knew Thomas Carr, who was a half-breed Indian; that he also knew Thomas and William Perryman, who were half-breed Indians, and belonged to a very numerous family of that name; that he knew Juan Kinnard, who was a full-blooded Indian; that all the before named persons, (with the exception of Millar,) as he believes, were Seminole or Lower Creek Indians, and residents in Florida, in the Seminole country; that Millar resided on Pensacola bay, and witness does not recollect to what tribe he belonged; that, as to the other names in the document, at which he is directed to look, they are not recognised by him, possibly because they are not spelt as he has been accustomed to see Indian names spelt, which is seldom done in the same way by different individuals.

To the ninth cross-interrogatory, he saith, that he has no reason to doubt the correctness of said charges; that, as relates to his personal knowledge of said Indians, and their respective places of residence, and the nation or tribe to which they belonged, an answer will be found in his reply to the eighth cross-interrogatory; that he knows of no personal property

that any of them possessed, (except Millar,) that could have enabled them to pay their debts; that Millar owned slaves and cattle; but whether his property was sufficient to pay his debts witness does not know.

To the tenth cross-interrogatory, he saith, that he does not recollect how soon after the cession of Louisiana, in 1803, Morales went to Pensacola; but when the witness left that place, in 1818, he was Intendant; but how long he continued in that capacity he knows not.

To the eleventh cross-interrogatory, he saith, that he believes that all Governors, or other officers, when exercising the functions of subdelegate, were always responsible, in their capacity of subdelegate, to the Intendant of the province to which they belonged.

To the twelfth cross-interrogatory, he saith, that, as he is not sufficiently acquainted with the forms under which the Government of Florida was administered, he cannot give any opinion in reply to this interrogatory; but he always understood, that after the subdelegate gave notice to the Intendant of the province of any concession or grants, if no objections were made by the Intendant thereto, it was unnecessary, and not customary, to obtain his signature, or any other act of confirmation.

To the thirteenth cross-interrogatory, he saith, that he must refer to his reply to the last interrogatory for an answer.

To the fourteenth cross-interrogatory, he says, that he does not know.

To the fifteenth cross-interrogatory, he says, that he does not know.

To the sixteenth cross-interrogatory no reply was required, the counsel for the United States having directed that it should not be administered to this witness.

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To the seventeenth cross-interrogatory, he saith, that he knows Morales was at Pensacola at the time first mentioned, and supposes he may have been there in 1811, discharging the duties of Intendant; but he does not know what part he took in the transaction mentioned in the interrogatory.

To the eighteenth cross-interrogatory, he saith, that he knows of no such application or refusal.

To the nineteenth cross-interrogatory, he saith, that he knows that there were frequent controversies between Governor Folch and the Intendant Morales, but that he knows nothing of their subject or their issue.

To the twentieth cross-interrogatory, he saith, that it was a matter of the utmost notoriety, that the Seminole Indians were largely indebted to the said house.

To the twenty-first cross-interrogatory, he saith, that he has never seen the instrument between the Spanish Government and said house, consequently, that he knows nothing relative to its obligation, further than he has already stated.

To the twenty-second cross-interrogatory, he saith, that, taking into consideration the time when those privileges were granted, and the great advantages which resulted therefrom to the Spanish Government, he did not, nor does he now consider that they were extraordinary. The exclusive right to import goods free of duty, was the only inducement to establish that house there. And that previous to its establishment, it cost the Spanish Government large sums for their annual presents to the Indians, which were reduced, in consequence of said establishment. He does not know that their license confined to the importation of goods for the Indians. All kinds of goods that were saleable in Pensacola were imported by said house free of duty, and were by them publicly imported, and exposed for sale; and that such im-

portations were by him supposed to be in conformity with the conditions of said license. The witness does not know that the privileges granted said house were denied other merchants in Florida, but he feels confident that there was not a single person in West Florida but who, from his poverty, would have been unable to avail himself of such privileges.

To the twenty-third cross-interrogatory, he saith, that he always understood that the Indians had the right to dispose of their lands, with the sanction of the Government; he never heard any thing to the contrary; he cannot specify any particular instance in which said right was recognised, or whether or not any laws or ordinances sustained it, nor whether nor how they acquired said right.

To the twenty-fourth cross-interrogatory, he saith, that he heard of the "residencia" of Governor Folch, but does not know in what year it occurred, nor any thing further on the subject.

To the twenty-fifth cross-interrogatory, he saith, that Mr. James Innerarity, who was then confidentially employed by said house, went with some of the Indian chiefs and other persons, and had the lands examined and surveyed; he then returned to Pensacola, with the notes of survey, and some of the persons who assisted therein; from which notes maps were made, in the making of which witness assisted; that shortly after that period the whole of the chiefs went down to Pensacola to have the deed drawn and executed, which was done. The witness saith, that he knows nothing of a sale to Colin Mitchel and others, but he knows that the whole territory embraced by the first grant spoken of, was, while he resided in Florida, a perfect wilderness, uninhabited except by Indians, and without cultivation or improvement.

To the twenty-sixth cross-interrogatory, he saith, that he

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does not know at what time the fortress of St. Mark's de Appalachie was erected, or by whom; but he knows that during his residence in Florida, and a long time previous thereto, it was garrisoned by the troops of Spain.

To the twenty-seventh cross-interrogatory, he saith, that he believes that the said fortress is situated at the junction of the rivers St. Mark's and Wachulla, but he is not certain; but whether or not within the limits of the land sold said house, he cannot say, as he does not now recollect what those limits were.

To the twenty-eighth cross-interrogatory, he saith, that the said fortress was garrisoned by the troops of Spain, and held by the Crown of Spain up to the time of his departure from Florida; but how long afterwards he does not know.

To the twenty-ninth cross-interrogatory, he saith, that he does not know.

To the thirtieth cross-interrogatory, he saith, that, if by the Spanish Government be meant the Superior Government in Spain, he does not know that the grants were disapproved by it; but if the Government of Florida be meant, he knows that the grant made to Panton, Leslie, & Co. was approved by Governor Folch.

To the thirty-first cross-interrogatory, he saith, that he does not know that the administration of the Government in Florida, by Governor Folch, was disapproved and condemned by the Captain General of Cuba or the Intendant thereof; but that he was superseded he does know.

To the thirty-second cross interrogatory, he saith, that the private and public character of Governor Folch was disliked by the civil inhabitants of Florida.

To the thirty-third cross-interrogatory, he saith, that he does not think so, because he has heard a member of said house

complain of acts of injustice committed by Governor Folch towards them, some of which he has witnessed.

To the thirty-fourth cross-interrogatory, he says, that he knows not.

To the thirty-fifth cross-interrogatory, he saith, that he knows not.

To the thirty-sixth cross-interrogatory, he saith, that to his knowledge Governor Folch at no time received presents from said house.

To the thirty-seventh cross-interrogatory, he saith, that he has no knowledge of any such importation.

To the thirty-eighth cross-interrogatory, he saith, that he knows of no importation by any person of plate for account of Governor Folch; that Governor Folch was always a needy, improvident man, and would always expend more than his income.

To the thirty-ninth cross-interrogatory, he saith, that two of the sons of Governor Folch, named Stephen and Martin, were sent to England to be educated, but he does not know how long they remained there; they went there with the recommendation of the said house, who regularly paid their expenses, and charged them to Governor Folch. He formerly knew the amount of those expenses, as he frequently made out the account, but he does not now recollect it. It was not refunded while witness was in Florida, and he thinks it probable that it has not been paid since, in consequence of his general inability to pay his debts.

To the fortieth cross-interrogatory, he saith, that the Creek nation of Indians was regarded as one of the most numerous, powerful, and warlike, of the southern tribes of North America Indians. He understood that it was the Upper Creeks who inhabited that region of country which now constitutes a portion of the States of Georgia and Alabama.

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To the forty-first cross-interrogatory, he saith, that the Seminole or Lower Creek Indians did own lands in Florida, and particularly that part first sold by them to said house; but as to the second sale said to have been made in 1811 he knows nothing.

To the forty-second cross-interrogatory, he saith, that he must believe that the said first sale was made as he witnessed it; but he does not believe that the nation whould have disposed of their land for such a consideration, nor was such the whole consideration for the sale.

To the forty-third cross-interrogatory, he saith, that he knew the said tribe of Indians who were a part of the Upper Creek nation with whom they lived; he supposes they lived near, and derived their name from the Tallapoose river.

To the forty-fourth cross-interrogatory, he saith, that he did know many of the tribe of Indians called the Seminoles, which tribe resided in Florida; that he knew that the Seminoles have on many occasions had political connexions with the Creeks, and attended their councils, but that they considered themselves a distinct community.

To the forty-fifth cross-interrogatory, he saith, that he knows of no other matter or thing touching the matters in controversy in this case which may tend to the benefit of the United States. In closing the examination of the witness, he states, generally, by way of memorandum, that he had no knowledge of the sale said to have been made by the Indians, in 1811, to John Forbes and Co., nor of the sale said to have been made by John Forbes and Co. to Colin Mitchel and others, and that all the answers made by him to the direct and cross-interrogatories are to be understood with this explanation; he adds that the house of John Forbes & Co. were the successors of Panton, Leslie, & Co., and there all the in-

terests, privileges, or responsibilities, of the former firm devolved upon the latter, and he has therefore in many of his answers spoken of them as being the same house.

ANDREZ FERNANDEZ.

Havana, February 19th, 1830. The examination of the witness Andrez Fernandez, upon the cross-interrogatories, commenced on the 17th instant, and was continued daily up to this date, on which it was terminated; and the foregoing deposition, being his answers to the direct and cross-interrogatories, was subscribed by the said witness upon each half sheet thereof, after it had been carefully read to him.

Examination taken, reduced to writing, and, by the witnesses, subscribed and sworn before us,

WILLIAM SHALER,
ANDREW S. GARR,
WILLIAM ROPES,
Commissioners.

The commissioners, after ending the examination of the before named witness, adjourned to meet again to-morrow at the same place.

Havana, February 20th, 1830. The commissioners met pursuant to adjournment. Don Benigno Garcia de Calderon, of Havana, aged fifty-eight years and upwards, being produced, sworn, and examined, in behalf of the petitioners in the title of that deposition named, upon the direct interrogatories hereunto annexed, marked (*a*,) doth depose as follows, viz: (The said witness, being a Roman Catholic, was sworn upon the Holy Evangelists and the cross.) His oath is hereto annexed.

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To the first interrogatory, he saith, that his name is Benigno Garcia de Calderon, that he is aged fifty-nine years, that his place of residence is Havana, that he is a lieutenant colonel in the service of Spain, and sub-inspector of the colored troops of the island of Cuba.

To the second interrogatory, he saith, that he has resided in Florida from 1786 up to the year 1818, but that he was absent at intervals on public business in Louisiana; that when in Florida, he resided principally at Pensacola, but that, in the discharge of his official duties, he occasionally visited every post and settlement of West Florida.

The commissioners here adjourned to meet again at the same place on the 22d.

Havana, February 22d, 1830. The commissioners met pursuant to their last adjournment, but as the witness did not attend they again adjourned to meet to-morrow at the house of said witness.

Havana, February 23d, 1830. The commissioners met pursuant to adjournment at the house of Don Benigno Garcia Calderon, the witness. In consequence of a tender made by Mr. Thomas E. Wood to resign his appointment of interpreter under the commission, his resignation was accepted. The commissioners then adjourned, for want of an interpreter, to meet again to-morrow, the 24th, at same place.

Havana, 24th February, 1830. The commissioners met pursuant to adjournment. Jacob Paravacini being appointed as interpreter under the commission, the oath, according to the certificate hereto annexed, was administered to him upon the Holy Evangelists and the cross. The examination of Don Benigno Garcia Calderon, the witness before named, was continued, viz:

To the third interrogatory he saith, that he knows that in

compensation for the large sums that the Creek and Seminole Indians owed to the house of Messrs. Panton, Leslie, & Co. for goods received from the warehouses of said house, and for robberies committed by said Indians, headed by the English adventurer, William Augustus Bowles, the chiefs of said nations made to it a sale of the lands situated in the place called river of Appalachicola: that he, the witness, took no part nor assisted in said sale, but he has a full knowledge of it from the great intimacy he had with the deceased, Panton, with John Forbes, and with Alexander McGillivray, (an influential chief of the said Indian nations;) and as, in consequence of the Government of the United States of America having taken possession of the territory north of the 31st degree of latitude, almost all the traders and Indian debtors to the said house of Panton, Leslie, & Co. were included therein, the house hastened to require the payment of the debts due to it, as it had been done before, and sent John Forbes and William Simpson to the residence of the President of the United States, for the purpose of soliciting the Government to aid them in obtaining the payment of said debts; whereupon a meeting was held of the principal chiefs of the Creek and Seminole Indian nations, at which agents of the United States assisted; and in consequence of what was agreed upon, with the approbation and consent of all who were present at said negotiation, the sale of said lands took place in 1804, in favor of said house of Panton, Leslie, & Co., as must appear from the documents that were drawn up on the subject in the town of Pensacola, and which should exist among the records of that Government, because the chief thereof gave information to the Captain General of Cuba, who, he, the witness, knows replied that he had reported it to his Majesty, whose royal approbation might be expected, in as much as Governor Folch

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had authorized the said sale, the negotiation for which he thinks commenced about the year 1800.

To the fourth interrogatory, he saith, that he has heard that such sale was made, but that he has no personal knowledge thereof.

The fifth, sixth, and seventh interrogatories were directed by the petitioners not to be administered to this witness.

To the eighth interrogatory, he saith, that he has not the least doubt that the negotiations that were carried on on behalf of the house of Panton, Leslie, & Co. claiming what was due to them, and the receiving in payment lands which, at that time, had no value, were carried on with good faith and with publicity, and with the full understanding, that, having no hopes of recovering their large disbursements and claims, they had no other alternative than that of receiving lands in payment, in order not to lose the whole; that the said negotiation was in no wise contrary to the laws, because both the superior and inferior Spanish officers who intervened in the matter were well acquainted with them, and, in case they had in any respect been infringed, would in no wise have consented to give it their sanction.

To the ninth interrogatory, he saith, that, although he was not acquainted with all the private concerns of the house of Panton, Leslie, & Co., yet he knew it, in the first place, bythe great intimacy that he had with said Panton and his partners; and secondly, because the population of Pensacola being so very small, not only the witness, but all those who composed it, knew the fact.

To the tenth interrogatory, he saith, that he is fully convinced that Governor Don Vincente Folch was obliged to protect the interests of those who lived within the jurisdiction of his command, as all Governments do, and much more so,

when, by the acceptance of the house of Panton, Leslie, & Co. of the payment of what was due to it in lands, his Government was sheltered from any claim that the said house might have for the losses that it had met with after his Catholic Majesty had granted to it an exclusive trade with the Indian nations, which no Spanish house of commerce was willing to take upon itself, although requested so to do; and with respect to what is asked of the Intendant Vigonri, he knows nothing, although he does not believe that he had to see to the matter when the lands sold by the Indians were their property, and not that of the Crown of Spain.

To the eleventh interrogatory he saith, that his Catholic Majesty, by repeated royal orders, issued in consequence of various congresses held between his agents and the chiefs of the Creek and Seminole nations, has always acknowledged the said Indians as owners and lords of the lands excepted from the circle of the jurisdiction of the fortified places and posts of which he was in possession, and, consequently, they were empowered to alienate them, the same Spanish Government reserving the right to interfere in the sales, in order not to permit them to be made to persons, who, from certain circumstances, might prejudice the particular views of the said Government, and of which views (from his, the deponent, having been Secretary of the Government of Pensacola) he is well acquainted; and although the sales that the Indians have made of lands to private individuals have been many, and of large quantities, yet, as he does not at present recollect them, he is not able to specify them.

To the twelfth interrogatory, he saith, that in all the places of his Catholic Majesty's dominion, in which a notary public does not reside, the laws direct that he who is in command do authenticate sales, protests, powers of attorney, &c. &c.

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in the presence of two attesting witnesses, in which case said documents are as valid as if they were made before a notary public; and there never having been a notary public at Pensacola, all the deeds that have been made have been authenticated by the Governor, and have been considered valid, which being considered the case, Governor Folch authenticated the sale that the Indians made to the house of Panton, Leslie, and Co. of the lands of Appalachicola, and, having done so and confirmed it, it was like an act partly gubernatorial, in order thereby to confirm what had already been lawfully done; for if he had not been, as he was, Subdelegate of the Royal Exchequer, and protector of the Indians, he was bound, for the security of the royal interests, not to lend his sanction nor allow the smallest injury to be done to the said Indians.

To the thirteenth interrogatory, he saith, that, to the best of his recollection, the Intendant Morales arrived at Pensacola in 1806, with all the records of his office; and that at that time, or at a subsequent period, such negotiation was known to exist; that deponent knows, from conversations with Morales, that Morales was acquainted with the treaty for the sale; that as the lands did not belong to the Crown, but were the property of the Indian nations, Morales did not make the slightest representation in opposition to the said sale, which he would not have omitted to do, if, in the smallest degree, he had believed that the royal interests of his Catholic Majesty were prejudiced, inasmuch as his zeal was always distinguished in the discharge of the duties of the office that had been confided to him.

To the fourteenth interrogatory, he saith, that, in regard to the sale that the Indians made to the house of Panton, Leslie, & Co., he knows that Governor Folch gave information

thereof to the Captain General of the island of Cuba, of which Florida was a dependency, who replied that he had communicated the same to his Majesty, the witness not remembering, by reason of the length of time that has elapsed, the date on which he, the Governor, gave such information, but only that it was done immediately after the Indians gave the lands to Panton, Leslie, & Co. in payment of what they owed them, and that house requested Folch to authorize the sale; and as to the sale that the said Indians made to the house of John Forbes & Co., he remembers nothing further than is before mentioned.

To the fifteenth interrogatory, he saith, that, in order to make said sales valid, the approbation of the King was not necessary, nor was it even solicited for grants of Crown lands that were made to various individuals, but that the circumstance of the quantity of lands being so great, of which the Indians gave possession to the house of Panton, Leslie, & Co., in payment for what they owed to it, and for the robberies and depredations that they committed upon its warehouse in Appalachie, when they were headed by the adventurer, Bowles, was the cause that Governor Folch gave information to the Captain General in order to proceed with more reflection, for in no other sales of land made by the Indians was that formality used, the quantities being small, it being sufficient merely that they should be confirmed by the Governors or Commandants of the posts nearest to the places where the contracts were made.

To the sixteenth interrogatory, he saith, that, some years after Governor Folch ceased to command the place of Pensacola, he was called to the court of Madrid to answer a certain political charge that was made against him, but which had not the remotest connexion with the matters that are the subject of the foregoing interrogatories that have been put to him, the

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witness; and having succeeded in removing the charge that was made against him, he returned to this place with a commission to which the King had appointed him; that the signification of the word residencia is "the account that one judge takes from another of the time that he was charged with the public administration of his office," but that, as Governor Folch was dependent upon this Captaincy General, he was not subject to residencia, seeing that, if he had committed any injury or injustice, the party aggrieved had the right of making his complaint to the Captain General, who is the person who is subject to said residencia, as he does not depend upon any other authority less than that of the King.

To the seventeenth interrogatory, he saith, that, at the time at which the houses of Panton, Leslie, & Co. and John Forbes & Co. received the lands from the Indians in payment of the large sums that the latter were owing to them, those lands had only a very low value, and there was no one who would buy even small portions that Panton offered to sell, who received them only because there was no hope of being paid in any other way.

To the eighteenth interrogatory, he saith, that it was a matter of public notoriety that the representatives of the two houses mentioned in the interrogatory acquired possession of said lands with the approbation and consent of the Spanish authorities, and consequently that they possessed and disposed of them at their pleasure, as their own, without its coming to his knowledge that the slightest opposition was made to them on the part of any Spanish authority.

To the nineteenth interrogatory, he saith, that he has never heard it said, nor does he know, that by any private person or member of the Spanish Government were the validity

and legality impeached with which the two houses obtained the right to said lands during the Spanish domination.

To the last interrogatory, he saith, that, as a proof of what he has stated in this deposition, he refers to the detailed accounts which Captain Don Vincente Sebastian Pintado, who was surveyor of Pensacola, gave to the Intendancy of this place, in consequence of a royal order, in which His Majesty directed said document to be made out, in order to deliver it to the plenipotentiary of the United States of America, who, in the name of his Government, had requested it in order to know the owners of the lands granted and sold to various private persons in both Floridas; in which will be found with all the necessary explanation the smallest circumstances that occurred in the sales by the Indians to the said two houses. He further saith that the Intendant Morales was perfectly well informed of the sale made by the Indians to the house of Panton, Leslie, & Co., respecting which the witness conversed with him at various times, and that Morales never took the slightest step in opposition thereto, because said lands did not belong to the royal domain.

The Commissioners then adjourned to meet again to-morrow at the same place.

Havana, February 25th, 1830. The Commissioners met pursuant to adjournment. Mr. Jacob Paravacini resigned his appointment as interpreter, being on the eve of departure from the city; consequently Mr. Christian Jacob Kruger was appointed as interpreter in his stead, to whom was administered the oath according to the certificate hereunto annexed—(he being a Protestant, it was administered upon the Holy Evangelists of Almighty God.) The Commissioners then adjourned, (in consequence of the engagements of the witness

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preventing the continuance of his examination,) to meet again at the same place on Tuesday, 2d March.

Havana, March 2d, 1830. The Commissioners met pursuant to adjournment. The examination of Don Benigno Garcia Calderon, the witness before named, was continued upon the cross-interrogatories hereunto annexed, marked (*b.*)

To the first cross interrogatory, he saith, that he was well acquainted with the chief, Alexander McGillivray, who was a partner of the house of Panton, Leslie, & Co.

To the second interrogatory, he saith, that he does not remember the tribe to which the said McGillivray belonged, and that, in fact, he was a chief much respected by all the other chiefs and warriors of the Creek and Seminole Indians, among whom he enjoyed the greatest influence.

To the third cross-interrogatory, he saith, that McGillivray died at Pensacola, in Mr. William Panton's own house; the witness does not remember in what year, but it was long before 1806; and Panton died on his voyage from Pensacola to this place, into which the vessel did not enter, and was buried in one of the Bahama islands, as the witness has heard, and which was in 1804; that, as to Leslie, he knows that he is dead, yet he does not know the place where, nor the year in which he died.

To the fourth cross-interrogatory, he saith, that, although he knows that the said Indians owed large sums to the house of Panton, Leslie, & Co., yet he never took the pains to inform himself of the total amount, although he had in his hands the statement containing their names; that the said Panton, Leslie, & Co. presented to Governor Folch the witness, being Secretary of the Government and Subdelegation of the royal hacienda; nor can he state the time when the said debts were contracted, although it was set forth in said statement.

To the fifth cross-interrogatory, he saith, that he does not know whether or not the Indians indebted to the house of Panton, Leslie, & Co. lived within the territory of Florida, or to the north of the 31st degree of latitude, but that he believes that they lived in both, as the said house had the exclusive trade with them. He does not know whether or not said Indians, or any part of them, reside within the territory sold to the house of Panton, Leslie, & Co.

To the sixth cross-interrogatory, he saith, that he is ignorant of what is inquired of him, in as much as he does not know either the places that are mentioned, nor the persons that may have been settled there.

To the seventh cross-interrogatory, he saith, that he is ignorant of the matters inquired of him in this interrogatory, because his only knowledge of the sale made by the Indians to the house of John Forbes & Co. is his having heard it said in Pensacola, and was by the same Intendant Morales that the said house was negotiating for lands with the Indians, in payment for what they owed it; but that he does not know whether or not said negotiation was concluded, and the sale made by the Indians to the house of said lands, of the situation whereof he is ignorant.

To the eighth cross-interrogatory, he saith, that, of the twenty-six persons named in the statement now shown to him, he only knows Thomas Millar and Thomas and William Perryman; that the former he thinks was a mustee, and he knows not where he resided, but that the two latter he knows are sons of the influential chief, Perryman, who resided to the east of the river Appalachicola and river Ocklockny, in the territory belonging to the Seminole Indians.

To the ninth cross-interrogatory, he saith, that, taking for granted the good faith with which every merchant ought to

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keep his books, he is persuaded that the sums mentioned in said statement are correct; and with respect to the residue of this interrogatory, he refers to the concluding part of the preceding answer, adding that he does not know whether or not Thomas Millar had property; that with regard to Thomas and William Perryman, although he knew that their father possessed negroes and cattle, yet he did not know whether or not they had any property of their own.

To the tenth cross-interrogatory, he saith, that Don Juan Ventura Morales was Intendant of the provinces of Louisiana and of West Florida from the year 1798 to the end of the year 1803, when, according to deponent's recollection, the Government of the United States of America took possession of Louisiana, and as his Catholic Majesty in the royal order that he issued for its delivery to the French Republic, did not point out to Morales the place to which he was to go, and and the office to which he was assigned, Governor Folch, who was Subdelegate of the royal hacienda, refused to acknowledge him as such Intendant, upon the ground that Louisiana being delivered, and he continuing to reside there, his functions had ceased, until the court of Madrid, being made acquainted with the dispute between the two chiefs, determined, in 1806, that the said Morales should go as Intendant to Pensacola; that he accordingly went there, and exercised the functions of Intendant until the year 1812, when he was suspended from his office.

To the eleventh cross-interrogatory, he saith, that as well the Governor as the Commandants of fortified places and forts that depended upon the General Government of Louisiana, was equally Subdelegates of the royal hacienda, and consequently obliged to communicate to it every thing that required its approbation, as was done always in matters purely

appertaining to the royal interests, and as Governor Folch did, until, as above stated, he refused to acknowledge the Intendant Morales.

To the twelfth cross-interrogatory, he saith, that it is evident that unless the Intendant despatched the title of concessions that were made of Crown lands, those were not valid that the Governors or Commandants gave provisionally.

To the thirteenth cross-interrogatory, he saith, that he has answered it in the preceding reply.

To the fourteenth cross interrogatory, he saith, that although the Intendant Morales, and his predecessors, from the time that the Spaniards took possession of Louisiana, and conquered the Floridas from the English, were fully authorized to grant Crown lands, and to issue the corresponding title for them, nevertheless the Governor or Commandant of the district in which they were granted took previously cognizance of the qualifications and circumstances of the claimant, agreeably to the instructions that his Majesty has given on the subject; and on passing information thereof to the Intendant the title was despatched by him in form; that with regard to land that belonged to private individuals, the Intendancy had nothing to do with them.

To the fifteenth cross-interrogatory, he saith, that the regulations framed by the Intendant Morales had the same force in Louisiana as in West Florida and its dependencies, and consequently were in observance until he was separated from the office in which the Intendant of Havana was substituted, the Commandants of Pensacola always remaining charged with the Subdelegation of the royal hacienda.

To the sixteenth cross interrogatory, he saith, that, in the year 1799, in which he commanded the town of Mobile, he granted no Crown lands, but sent those who solicited them, af-

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ter complying with the prescribed formalities, to the Intendant, who, in virtue of his powers, despatched to them the title.

To the seventeenth cross-interrogatory, he saith, that the Intendant Morales arrived at Pensacola in the middle of 1806, from which time he exercised the functions of his office, but at this time Governor Folch had already given his approbation to the sale of lands made by the Indians to the house of Panton, Leslie, & Co., in as much as it took effect in 1804; the deponent is ignorant of the year in which the said Governor gave his approbation to the sale which the same Indians made to the house of John Forbes & Co., for of this negotiation he, the witness, had no information until the said year 1806.

To the eighteenth cross-interrogatory, he saith, that he does not know or believe that such application or refusal took place, because the Intendants not being the persons who ought to authorize the sales that are made between individuals, as well on account of the thing sold not being the property of the Crown, as because no royal duties accrued upon the sale (his Catholic Majesty having declared the province of Louisiana and the two Floridas free from every duty of alcabala,) the owners or agents of said two houses had no necessity to recur to the Intendant Morales to authorize said sales, that being the province of the Governor in the absence of a notary public, and that if the said Intendant Morales had believed it just to oppose said sales, he would not have failed to do so, for his zeal in defending the interests of the King was well known.

To the nineteenth cross-interrogatory, he saith, that he refers to what he has said in his answer to the tenth cross-interrogatory.

To the twentieth cross interrogatory, he saith, that, from being Secretary of the Government of Pensacola, he knows

that the house of Panton, Leslie, & Co. presented to Governor Folch the statement of the individuals indebted to it, in order that, by comparing it with the accounts of each contained in their books, he might authenticate said statement, which he did, whereby it was seen that the total amount of the debts was great; and with respect to that of the same Indians to the house of John Forbes & Co., although he heard it said that the house had claims against them, he had no knowledge on the subject.

To the twenty-first cross-interrogatory, he saith, that, having been Secretary, as he has already stated, he is acquainted with the agreement, under which there was granted by his Catholic Majesty to the house of Panton, Leslie, & Co. the exclusive trade with the Indian nations, said house consequently remaining under the protection of the Spanish Government, which made itself responsible to it for the just claims that it might make for the robberies committed on its warehouses, and for the large debts that were depending; and from which indemnities his Catholic Majesty was relieved by said house of Panton, Leslie, & Co. having agreed to receive lands in payment.

To the twenty-second cross-interrogatory, he saith, that the Spanish Government granted to the house of Panton, Leslie, & Co. the privileges of exclusive trade with the Indian nations, but that that was from extreme necessity, as no Spanish merchant among those of Louisiana or Havana who were invited thereto, was willing to take upon himself such an undertaking; and although it is well known that their contract was not to introduce other goods than those necessary for the Indian trade, yet there was also granted to them by the King, at their own request, permission to bring a certain specified quantity of provisions and effects for the use of the said house,

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and for sale to the public, in order, with the proceeds thereof, to pay the salaries of their clerks, and other expenses that they incurred on paying the royal duties upon the value thereof.

To the twenty-third cross-interrogatory, he saith, that by repeated royal orders, and by different treaties made between the Indian nations and the English and French Governments, the Indians were always acknowledged as owners and absolute masters of the territories that they occupied, and that no nation had conquered them, as had been the case in all the other parts of the Americas; and although he has had in his hands and has seen said royal orders and treaties, by reason of his having been Secretary, and of their having been among the records of that office, he has not been able to preserve in his memory the dates of either, but recollects only those issued by Spain in the years 1785, and 1792 or 1793; he remembers, also, instances that occurred in Louisiana and West Florida of the Spanish Government having proposed to the chiefs of the Indian nations to purchase the lands necessary for a fort in Chicasa, in the Upper Mississippi, and another at Appalachie, which the Indians permitted to be erected without choosing to require payment therefor.

To the twenty-fourth cross-interrogatory, he saith, that he does not remember the year in which Governor Folch was called to the court of Madrid to answer to a certain political charge that was made against him, from which he came out unhurt, and returned to this place with an office, and that said Governor did not undergo a "residencia," he being a Commandant subordinate to the Captain General of this island.

To the twenty-fifth cross-interrogatory, he saith, that he only knows that the lands that the Indians sold to the house of Panton, Leslie, & Co. were situated on Appalachicola, but he

is ignorant of the situation of those sold to John Forbes & Co., though he has heard it said that they were contiguous to the former; that though he has been twice at the river Appalachicola, the last of which times was in the year 1816, yet he does not know whether or not there is in the interior any cultivated place, but that he believes it to be a desert territory, which is traversed only by the Indians during their hunting seasons.

To the twenty-sixth cross-interrogatory, he saith, that said fort was made by the Spanish Government a second time; for the first time that it existed its garrison was put to the sword by the Indians, the last fort being made in the year 1787, or beginning of 1788, in virtue of an order of his Catholic Majesty, to the end that the Commandant of that post might be in sight of the operations of the house of trade that Panton, Leslie, & Co. had established at that place, and that contraband trade might not be carried on. That, from that time until the delivery of Florida to the United States, said fort was garrisoned by Spanish troops.

To the twenty-seventh cross-interrogatory, he saith, that it is true that the fort mentioned in the interrogatory is situated at the junction of the two rivers mentioned, but that he does not know whether or not it is included in the limits of the land bought by the house of John Forbes & Co.

To the twenty-eighth cross-interrogatory, he saith, that he answers in the affirmative.

To the twenty-ninth cross interrogatory he saith, that he has no doubt that, as well the Indians included within the United States, as those of them who remained in the Floridas, had the right to sell said lands to any private person as being their property, because the Spanish laws do not prohibit it; and that in the event of Spain wishing to preserve the fort

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that she had made, she had a right to take the quantity of land that she needed for the purpose; and the deponent does not know whether or not Governor Folch, when he approved or authorized the sale that the Indians made to the house of John Forbes & Co., knew that the fort of Appalachie was included in the said sale.

To the thirtieth cross-interrogatory, he saith, that the lands, of which the two houses named were in possession, were not acquired by part, but by actual sales, in payment of what the Indians owed them, and the Governor having given his approbation, proves that the sales were not disapproved.

To the thirty-first cross-interrogatory, he saith, that he does not believe that the conduct of Governor Folch, during his command, was disapproved by the Captain General, nor by the superior Government, because he was afterwards considered in its promotions; and that if he was removed from the command that he had at Pensacola, it was either because he requested it, or because he had more than completed the five years that the King had assigned for those commands. That Governor Folch was not dependent upon the Intendant of Cuba, and, consequently, the latter could not officially either approve or disapprove of his conduct.

To the thirty-second cross-interrogatory, he saith, that, if Governor Folch had not fulfilled his duties, his Catholic Majesty would not afterwards have given him the Sub Inspection General of the troops of this island, and appointed him second in command thereof, making him a General.

To the thirty-third cross-interrogatory, he saith, that he knows, so far from the houses of Panton, Leslie & Co. and John Forbes & Co. having influence with Governor Folch, he heard him complain of the extortion which said house had practised towards him, by charging him heavy interest for

the sums they had advanced to his two sons when they were at a college in London.

To the thirty-fourth cross-interrogatory, he saith, that he cannot remember the date at which Governor Folch gave information to the Captain General of this island of the sale of lands made by the Indians to the house of Panton, Leslie, & Co., but that he is certain that he did it in 1804, as soon as the treaty was concluded with the Indians; and as to that to John Forbes & Co., he is ignorant whether or not Folch gave information of it also; that said information, of which this answer speaks, was given in writing, and that the Captain General replied, that he communicated the same to his Majesty, whose royal approbation would be given, for the Captain General would not have laid it before the King if it had not been officially communicated to him by Governor Folch; that Folch made that communication on account of the largeness of the quantity of lands sold; that from the sale having been communicated to the King, and no disapprobation thereof having been expressed by him, the deponent infers that it was approved.

To the thirty-fifth cross-interrogatory, he saith, that, as West Florida was conquered and reconquered several times by the Spanish, French, and English arms, Spain always observed as limits the points that the English established with the Indians, in the treaties made, to the best of his recollection, in the year 1765 and the following years, a circumstantial account whereof was given in the year 1812 by the Surveyor, Don Vincente Sebastian Pintado, to the Governor of Pensacola, Don Mauricio de Zuñiga.

To the fortieth cross-interrogatory, he saith, that it is true that the Creek nation, before its conquest by the Government of the United States of America in 1814, was one of the most numerous in population, and that it is reasonable to suppose

that they inhabited the vast territory that they possessed. He does not know what are the limits or boundaries of the States of Georgia and Alabama.

To the forty-first cross-interrogatory, he saith, that he has already stated that the Creek and Seminole Indians were absolute owners of the lands that they sold to Panton, Leslie, & Co.; and as those sold to John Forbes & Co. were contiguous, it appears that there can be no doubt but that those also belonged to said Indians.

To the forty-second cross-interrogatory, he saith, that there having been two sales of lands made by the Indians, he knows that the one made to Panton, Leslie, & Co. was from a great number of debtors; and that although he knows there were among them some whites, the chiefs of the Indians were the persons principally interested, and principals responsible to the house: that, as to the sale made to the house of John Forbes & Co., he has been ignorant until now; he has been shown the list containing the names of the debtors, who the debtors were, and what amount they owed, as he knew it only by hearsay; and that the Indians, having no other means of paying but with their lands, were compelled to do it, and said houses were obliged to accept them in order not to lose the whole; for when they received them in payment, their value was imaginary, and no one would purchase from Panton, Leslie, & Co. even the small quantities which that house offered to various persons.

To the forty-third cross-interrogatory, he saith, that the Tallapoose Indians always inhabited the same lands as those called Creeks, for they have always been one and the same nation, and that this difference of names proceeds from the Spaniards and French always having called them Tallapooses, and the English and Americans Creeks.

To the forty-fourth cross interrogatory he saith, that the Seminole Indians were a part of the Creek and Tallapoose nation and that, having separated from them, they took the name they now preserve, of Seminoles or Cainnarones, who, he has always heard say, were settled from the eastward of Pensacola to St. Augustine de la Florida, and it may very well be that some of their villages may have been to the north of the 31st degree of latitude.

To the forty-fifth cross-interrogatory, he saith, that he recollects of nothing else that may be favorable to the interests of the United States.

To the first additional cross-interrogatory, he saith, according to the Spanish laws, in order that the instruments of sale of lands, houses, slaves, &c., that are made between parties may have all the validity and strength necessary, it is sufficient that the seller prove the right of property that he has to the thing that he sells, and if in the place in which the instrument of sale is executed the alcabala duty is payable, he must prove that he has paid it; this is the opinion of the deponent, to whom, though he has not studied the laws, those on the subject in question are well known from the frequency with which contracts are purchased, and sales are executed; and as the royal order that is mentioned in the interrogatory, it is nothing else than the regulation that the Intendant Morales made, which applies only in case of sale of lands belonging to the Crown, and of grants that are made of such lands.

To the second additional cross-interrogatory, he saith, that when the claims are against the royal hacienda, the Intendant is the judge before whom the demand must be laid; but, in the case of the house of Panton, Leslie, & Co., they having to take the lands that the Indians sold to them, he had nothing to do in the matter.

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To the third additional cross-interrogatory, he saith, that, in the several answers he has given, he has stated sufficient to elucidate the subject of this interrogatory; and that, in addition thereto, he now states, that the Government of Pensacola, as protector of the Indian nations, was the person whose duty it was to examine whether or not the claims of the two houses were well founded, and, if so, to contribute, by all possible methods, to their being paid by the Indians, and, in case of that not being done, to inform the Superior Government in case of a claim for its determination; which Superior Government, being made acquainted with the losses suffered by both houses, would then order the Intendant to take cognizance of the matter, as it would then be a claim upon the royal treasury, in which event that officer would examine scrupulously the legitimacy thereof; but the creditors having agreed to accept the lands that the Indians gave them in payment, there was no room for the intervention of the Intendant.

To the fourth additional cross-interrogatory, he saith, that neither when Governor Folch authenticated the sales, nor before nor after, was there a notary public in Pensacola, and that the Spanish law directs that where there is none, the Governor, Commandant, or Judge of the territory be the officer to authenticate every act of sale, last will, protest, and other public acts that may occur.

To the fifth additional cross-interrogatory, he saith, that he has answered this interrogatory by his answers to the other interrogatories, to which answers he refers.

B. G. CALDERON.

C. J. KRUGER.

Havana, March 4, 1830. The examination of the witness, Benigno Garcia de Calderon, was not concluded until this day, on which the foregoing deposition, being his answers to the direct and cross-interrogatories, was carefully interpreted to him by the interpreter, Mr. Kruger; and after which the same was subscribed by the said witness, and by the said Kruger, upon each half sheet thereof.

Examination taken, reduced to writing, interpreted by the sworn interpreter to the witness, and by him subscribed and sworn to before us,

WILLIAM SHALER,
ANDREW S. GARR,
WILLIAM ROPES,
Commissioners.

HAVANA, *March* 6, 1830.

Andrew S. Garr and William Ropes, two of the commissioners, met, pursuant to adjournment, (Mr. Shaler being absent from indisposition,) at the residence of Don Francisco Gutierrez de Arroyo, of Havana, who being produced and sworn, (upon the Holy Evangelists and the cross, being a Roman Catholic, see his oath hereunto annexed, and examined in behalf of the petitioners in the title of these depositions named, upon the direct interrogatories hereunto annexed, marked (*c*), doth depose as follows, viz:

To the first interrogatory, he saith, that his name is Francisco Gutierrez de Arroyo; that his age is sixty-seven years; that he is an officer of the royal hacienda; and that his place of residence is Havana.

To the second interrogatory, he saith, that he was Secretary of the Intendancy of Louisiana and West Florida from January, 1806, to August, 1817.

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To the third interrogatory, he saith, that Morales was stationed at Pensacola as Intendant during the period mentioned in the interrogatory; and, also, that he, the witness, was during the same period the Secretary of the Intendancy of that place.

To the fourth interrogatory, he saith, that the exclusive power of granting and disposing of the Crown lands was vested in the said Intendant from the date mentioned in the interrogatory, but not of lands belonging to Indians or private persons.

To the fifth interrogatory he saith, that with the exception mentioned in the preceding answer, he answers it in the affirmative.

To the sixth interrogatory, he saith, that when the functions of the Intendant Morales ceased in Louisiana by the cession and delivery thereof, he claimed to exercise them in West Florida, his right to do which was disputed by Governor Folch, who had been until that time his subdelegate, and that dispute was terminated by the Captain General of Cuba, and Morales in 1806 went to Pensacola with the persons employed under him, among whom witness says he was as Secretary of that Intendancy, and in consequence thereof the functions of Governor Folch as subdelegate ceased at that period. The dispute between the said parties was relative to the right of Morales to exercise all the functions of Intendant at Pensacola.

To the seventh interrogatory, he saith, that he never heard that the representatives of the house of Panton, Leslie, & Co. applied to the Intendant Morales to confirm the titles of the lands that the Indians ceded to them, the said house, nor does the deponent believe that it was the business of the Intendant to interfere, in as much as the purchase was made directly from the Indians, and was not of property belonging to the royal hacienda.

To the eighth interrogatory, he saith, that he knows, as did all the inhabitants of Pensacola, of the purchase which the house of Panton, Leslie, & Co. made from the Seminole Indians, of lands at Appalachicola, in payment for the great robberies and damages that the Indians committed in the years 1800 and 1802, by the advice of the adventurer, William Augustine Bowles, and the chief, Mecasuque Kinache, as also another purchase made by John Forbes & Co., successors of the former house, of lands bounding on the first purchase; that he was not present at the said sales, but he knows that they were confirmed by Governor Folch with all the usual formalities, and in due form of law.

To the ninth interrogatory, he answers in the affirmative.

To the tenth interrogatory, he saith, that they did as respects grants of Crown lands; they had no power to grant any other lands.

To the eleventh interrogatory, he saith, that, according to the circumstances of claims upon the Government, the Intendants, with their assessors, fiscals, and notaries, took cognizance of them, and reported them to the Supreme Government for its approbation.

To the fourteenth interrogatory he saith, that he remembers nothing more in this case that can in any wise tend to the benefit and advantage of the United States.

FR. GUTIERREZ DE ARROYO.

C. J. KRUGER.

HAVANA, *March* 6, 1830.

The examination of the witness, Francisco Gutierrez de Arroyo, being concluded, the foregoing deposition (being his answers to the direct interrogatories marked (*c*)) was carefully interpreted to him by the interpreter, Mr. Kruger, after which the same was subscribed by the said witness, and by the said Kruger, upon each half sheet thereof.

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Examination taken, and reduced to writing, interpreted by the sworn interpreter to the witness, and by him subscribed and sworn to before us,

ANDREW S. GARR,
WILLIAM ROPES,
Commissioners.

The following depositions, taken pursuant to commissions regularly issued for that purpose, are filed as evidence in this cause.

COMMISSION FIRST.

First interrogatory. Is or is not the river Appalachicola, which runs through the Territory of Florida, a large stream? And is it not the only stream of that name in Florida?

Second interrogatory. Has or has not said river Appalachicola been generally and notoriously known by that name? And was it ever known by any other name since the territory was under the British Government?

Third interrogatory. Whether the said river Appalachicola, ever since the Floridas belonged to Great Britain, and while Spain possessed the same, was or was not the known and acknowledged boundary between the provinces of East and West Florida? Or was there any other boundary between said provinces?

Fourth interrogatory. Whether or not, at the time of the supposed purchase of Forbes & Co., in 1804, and afterwards up to the time of surrender of the Floridas by Spain to the United States, there was any settlement of white men on the land purchased and now in dispute, except at the Spanish fort of St. Mark's? And if there was, where, and by whom made?

Fifth interrogatory. After the supposed purchase of Forbes & Co. of the land now in contest in this suit, whether the Indians did or did not continue to use the said land as a common hunting ground, as they had done before?

Sixth interrogatory. Was or was not the Spanish fort of St. Mark's within the bounds of the supposed purchase made by Forbes & Co.?

Seventh interrogatory. Whether the Spanish Government did or did not continue in possession of, and to use the forts in the bounds of said purchase as before? Or were the forts surrendered to Forbes & Co. under their purchase of the Indians?

Eighth interrogatory. Whether the Indians who were present at the execution of deeds to Forbes & Co. acted in council, or were authorized chiefs of the nations? And to what nation of Indians did they belong?

Ninth interrogatory. If the Government of West Florida exercised any jurisdiction over the fort of St. Mark's, was it a military or civil jurisdiction?

Tenth interrogatory. Whether the exercise of jurisdiction at the fort of St. Mark's by the Governors of West Florida was not a mere matter of convenience, and because the Governors of East Florida lived more remote from the forts, and could not conveniently attend to said forts?

SAMUEL BRENTS, *L. A.*

JAS. G. RINGGOLD, *Att'y U. S.*

Nov. 21, 1828.

A copy of interrogatories filed. C. NICHOLAS, *Clk.*

By J. S. LINN, *D. C.*

A.

In the commission from the Superior Court, Middle District, (for receiving the evidence, in the city of Pensacola, at

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the office therein named, of certain witnesses to certain interrogatories,) the United States ads. Colin Mitchel and others.

The District Attorney for the Western District having solicited of the commissioners to add new interrogatories, and to call on other witnesses, the undersigned objects and protests against this twofold innovation, because, imprimis, the ten original interrogatories on the part of and signed by the United States' District Attorney for the Middle District, and the United States' law agent, are all that were filed; and a copy of said interrogatories, and of none other, was furnished to such of the claimants as were present in the aforesaid Middle District, simultaneously with a notice of the time and place of taking the answers to the said interrogatories, and of the names of the witnesses who were called upon to respond thereto. 2d. Because the aforesaid ten original interrogatories are all special, and do not end with any general interrogatory, by which evidence of a less definite character might be introduced. 3d. Because the said interrogatories might operate as a surprise on the claimants who are not informed of their tenor or character, and would have employed counsel in their behalf if necessary, the undersigned not being formally authorized, and ignorant of the rules by which the taking of evidence is governed. 4th. Because no time or opportunity has been afforded of impugning the credibility of the unknown witnesses, or objecting to the uncertain character of the intended interrogatories, which may contain matter altogether extraneous and irrelevant. 5th. Because it might involve the claimants in much trouble and expense to counteract the result of the unknown intentions of the District Attorney. 6th. Because such a proceeding, on the part of the District Attorney, is vague and uncertain, and has no visible limits to its duration, scope, or expense, is a deviation from

ordinary usage, and would be a dangerous precedent. The undersigned reserves to himself and to the claimants the right of making such further legal objections as may be deemed expedient.

JOHN INNERARITY.

Deposition of Joseph E. Caro, a witness on the part of the defendant.

To the first interrogatory he answers: I have never been in that part of the territory through which the Appalachicola river runs, but know, from repute and from records, having been since 1819 employed in the office containing the archives of this territory, that the river is a large one; and I have never heard of but one of that name.

To the second interrogatory he answers: I have never heard that the river Appalachicola was ever called or known by any other name.

To the third interrogatory he answers: I know that Florida, under the Spanish Government, was divided into two provinces, but I do not know the boundary between them.

To the fourth interrogatory he answers: I do not know that there were any other settlements of white persons on the land mentioned in this interrogatory, except at fort St. Mark's; but I have learned from records in my office, that stores had been there established by Forbes & Co. since the year 1785, and licenses for trading with the Indians granted to them by the Spanish Government.

To the fifth interrogatory he answers: I know nothing of the subject of this interrogatory.

To the sixth interrogatory he answers: I know nothing of the subject of this interrogatory.

To the seventh interrogatory he answers: The Spanish Government continued to occupy fort St. Mark's until the de-

livery of the provinces to the United States. It was occupied by General Jackson in 1818, and in 1819 was again taken possession of by the Spanish authorities, under the orders of Governor Callava.

To the eighth interrogatory he answers: I know nothing of the subject of this interrogatory, except what is derived from the records in my office.

To the ninth interrogatory he answers: The Commandant at fort St. Mark's exercised jurisdiction over civil as well as military offences, in arresting criminals, taking their examinations, and the testimony in relation to their offences, and sending such examinations, together with the persons of the offenders, to be dealt with by the authorities in Pensacola.

To the tenth interrogatory he answers: I know nothing of the subject matter of this interrogatory.

Additional interrogatories submitted by Benj. D. Wright, Esq. Attorney of the United States, and objected to by John Innerarity, Esq., agent of the complainants.

First additional interrogatory. Do you know any thing of a controversy between Governor Folch and Intendant Morales, which took place in 1805 or 1806, relative to the power of Governor Folch to grant lands? If so, state the particulars.

Second additional interrogatory. Was it or was it not customary for those to whom grants had been made by Governor Folch, to present them to Intendant Morales, after his arrival in Pensacola, for his confirmation?

Third additional interrogatory. When did Intendant Morales arrive in Pensacola from New Orleans? And how long did he remain in Pensacola?

Fourth additional interrogatory. Had or had not Intendant Morales while in Pensacola the sole and exclusive right

of granting lands? And did or did not Governor Folch ever grant lands while Intendent Morales was at Pensacola?

Fifth additional interrogatory. Is there any document among the archives of your office to prove, or have you ever heard that any change was made by the Spanish Government in the boundary, which, under the British Government divided East and West Florida? And if so, when was it made, and by whom?

To the first additional interrogatory he answers. I know nothing on the subject of this interrogatory except that I have learned from public report, and from my presence at the examination of witnesses before the Land Commissioners of West Florida, that there was a controversy between the persons mentioned in this interrogatory; but I cannot state on what subject their controversy was.

To the second additional interrogatory he answers: None of the title papers recorded in my office, and granted by Governor Folch, have the confirmation of Morales upon them.

To the third additional interrogatory he answers: I was not in Pensacola at the time of Morales's arrival; but from the records in my office it appears that he arrived here in the latter part of 1805, and I know that he left Pensacola in 1813, or the beginning of 1814.

To the fourth additional interrogatory he answers: It appears from the records in my office that Morales had full powers to grant lands during his residence here: it does not appear from these records that any other person had at that time the like powers. There are no evidences in my office of grants of lands having been made by Folch after the arrival of Morales, with the exception of the confirmation by Folch of the sales made by certain Indians to the house of Forbes & Co., bearing dates in 1806 and 1811.

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To the fifth additional interrogatory he answers: There is no document in my office in relation to the establishment or alteration of the boundary between the two provinces, nor have I ever heard of the establishment of such boundary, or the change of it.

JOSEPH E. CARO.

Deposition of John de la Rua, a witness on the part of the defendant.

To the first interrogatory he answers: The river Appalachicola is a large stream, and is, as I believe, the only stream of that name in the Territory of Florida.

To the second interrogatory he answers: The said river has been generally and notoriously known by the name of Appalachicola; but I do not know whether or not it has ever been known by any other name.

To the third interrogatory he answers: I know nothing of the subject matter of this interrogatory.

To the fourth interrogatory he answers: I know that about the year 1813 there was a store established at Prospect bluff, on the eastern bank of the Appalachicola river, by Edmund Doyle and William Hambly.

To the fifth interrogatory he answers: At the time of my visit to that part of the country in 1813, I visited an Indian town on the western bank of the Appalachicola, about two miles above the Spanish bluff: I know of no other Indian town west of Mickasuky; at that time it was dangerous for any white person to travel through that part of the country, including the lands in question in this suit, on account of the hostility of the Indians who occupied it.

To the sixth interrogatory he answers: I do not know what are the boundaries of Forbes's purchase.

To the seventh interrogatory he answers: The Spanish Government continued to occupy the fort St. Mark's until it was taken by General Jackson, in 1818.

To the eighth interrogatory he answers: I know nothing of the subject matter of this interrogatory, not being in the country at the time therein referred to.

To the ninth interrogatory he answers: I do not know what jurisdiction the Commandant of St. Mark's had; the post was a military one; there were none other than military persons there; and, until the adoption of the Constitution, no *citizen* was permitted to trade there; after which, I went there, and traded.

To the tenth interrogatory he answers: I do not know any thing further on the subject of this interrogatory, than that, previous to the cession of Louisiana, the fort of St. Mark's was a dependency of the Government of the province of Louisiana, and after that time was a dependency of the provincial Government of West Florida.

JOHN DE LA RUA.

Deposition of Joseph Y. Cruzat, a witness on the part of the complainant.

John De la Rua sworn as interpreter.

To the first interrogatory he answers: I have never seen the river Appalachicola, but have always understood that it was a large river, and the only one of that name in the territory.

To the second interrogatory he answers: I have never heard that the river Appalachicola has been ever known by any other name.

To the third interrogatory he answers: I have always understood that the boundary line between the provinces of East and West Florida, under the Spanish Government, was

somewhere to the eastward of the river St. Mark's; I know not at what point. During the administration of Governor Folch I was his private Secretary, and continued private Secretary of the succeeding Governors until the administration of Governor Callava, during part of which I was provincial Secretary. From these several employments, and having been also sent as a commissioner on public business by the Provincial Government of West Florida to St. Mark's, on the occasion of the restitution of fort St. Mark's by the United States to Spain, I know that St. Mark's was a dependency of that province, as it had been previously a dependency of Louisiana.

To the fourth interrogatory he answers: The house of Forbes & Co. had a royal charter for the exclusive trade with the Indians, and I believe with both provinces. No person other than that house could make any settlement for trade. I have never heard of any other white persons there settled except Doyle and Hambly, who were clerks of Forbes & Co. The fort of St. Mark's was kept up with a view to protect the monopoly of Forbes & Co., and to keep the Indians peaceable and friendly towards the Spanish Government.

To the fifth interrogatory he answers: I know nothing on the subject of this interrogatory.

To the sixth interrogatory he answers: In the month of June, 1819, I was present at St. Mark's when an application was made to Marcos de Villiers, Commandant of fort St. Mark's, for permission to cultivate the land from the glacis of the fort to the pine woods, and the application was refused on the ground that the land belonged to Forbes & C .

To the seventh interrogatory he answers: The Spanish Government continued to occupy the fort, and it was suppos-

ed to be the interest of Forbes & Co. that it should be so occupied.

To the eighth interrogatory he answers: I was not in the territory at the time referred to in this interrogatory, and therefore know nothing of the subject thereof.

To the ninth interrogatory he answers: The Governor of West Florida exercised both civil and military jurisdiction over fort St. Mark's.

To the tenth interrogatory he answers: The jurisdiction exercised was not at all as a matter of convenience, but because it regularly belonged to the Government of West Florida. I know of no solemn or public act establishing or changing the boundary between the provinces, but in all royal orders which I have seen, St. Mark's was designated as a dependency of West Florida.

J. Y. CRUZAT.

Deposition of Peter Alba, a witness on the part of the defendant.

To the first interrogatory he answers: The river Appalachicola is a large stream, and I know of but one of that name.

To the second interrogatory he answers: I have never known that the river Appalachicola was called by any other name.

To the third interrogatory he answers: I have always understood that the Appalachicola was the boundary between the provinces of East and West Florida, and I have never heard of any other boundary between said provinces. My information in relation to this subject is derived only from hearsay and public reputation.

To the fourth interrogatory he answers: I was a clerk in the house of Forbes & Co., and learned as such that a store

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was established by that house at Prospect bluff, in the year 1804; I was never there myself, but packed up goods, copied letters and invoices, and cleared vessels at the custom house for their establishment at that place, at which Doyle and Hambly were agents.

To the fifth interrogatory he answers: I know nothing on the subject of this interrogatory.

To the sixth interrogatory he answers: I have always understood that the fort of St. Mark's was within the boundaries of the purchase made by Forbes & Co.

To the seventh interrogatory he answers: The fort continued to be occupied by the Spanish Government, and I never heard that it had been surrendered.

To the eighth interrogatory he answers: The Indians assembled in council shortly after the purchase on the public square in this city—a great many, 40 or 50 chiefs and other Indians. There were present, among others, the Perrymans, the Little Prince, and Big Warrior. I do not know if they were authorized or not. The Governor permitted about 400 to come over the bay, including women; there were altogether about 2,000, as I understood from the Indians, and from the number of rations issued; they were Seminoles.

To the ninth interrogatory he answers: It was a military post, but at all Spanish military posts the Commandants exercise civil jurisdiction. St. Mark's was a dependency, and under the jurisdiction of the Provincial Government of West Florida.

To the tenth interrogatory he answers: The fort of St. Mark's was attached to the Provincial Government of West Florida by order of the King and Captain General, as I suppose; for without such authority the Governors would not have presumed to exercise jurisdiction over it.

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Deposition of Henry M. Brackenbridge, a witness on the part of the complainants.

To the first interrogatory he answers: The river Appalachicola is a large stream, and the only one of that name in Florida.

To the second interrogatory he answers: The river Appalachicola has been generally known by that name, and no other.

To the third interrogatory he answers: I know of no official act, either of the British Government or the King of Spain, declaring the Appalachicola a boundary for any purpose, and to the best of my information there never was any; the common opinion of the country, however, has been that the Appalachicola was the established boundary between East and West Florida while in possession of the British, but no such opinion I believe exists with respect to the subsequent possession of Spain. There were but two jurisdictions, that of St. Augustine and Pensacola, or East and West Florida; and the fort of St. Mark's was considered in some measure a separate jurisdiction dependant on that of Pensacola, and was so expressly surrendered to General Jackson by the proces verbal. I will remark that the Spanish subdivisions of jurisdiction in America have, in general, been very imperfectly defined, if at all, so that in most instances it is absolutely impossible to know the exact limits of each; conflicting jurisdictions were almost unknown, and probably for this simple season, that the different settlements or dependencies were separated from each other by extensive tracts of uninhabited country.

To the fourth interrogatory he answers: I am unable to answer this interrogatory from any personal knowledge.

To the fifth interrogatory he answers: I know nothing of the subject matter of this interrogatory.

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To the sixth interrogatory he answers: I cannot say that I am sufficiently acquainted with the boundaries of that purchase to answer this interrogatory.

To the seventh interrogatory he answers: The fort of St. Mark's was under the control of the King of Spain, and garrisoned by Spanish troops, and I presume from that circumstance that it was always a Spanish fort, to speak from personal information on this subject. What I should testify would be very limited; but from the information derived from such sources as are common to other persons, that is, from conversation with the old inhabitants and from books, particularly Ellicott's journal, the life of Bowles in the public characters, Bertram's travels in Florida, it would appear to me that this country in which St. Mark's is situated, was claimed by the Lower Creeks or Seminoles as their exclusive right and property. The ostensible cause for the taking of St. Mark's by Bowles, in the year 1791, was the occupation of a part of their territory without their consent or permission. I have understood that the first Spanish garrison at that place was established in the year 1787, that the trading company of Forbes had existed previously to that time; but whether they had any agency in introducing the garrison, or whether it was established by Spain in her own right of conquest, I am unable to say. It will appear from Postlethwaite's Dictionary of Commerce, and the map in the appendix, that about a century ago the principal settlements of Florida were Pensacola, St. Mark's or St. Matthew, and St. Augustine. But the St. Mark's of that period, as appears from the map referred to, was situated on the west side of the Wachulla, where the ruins of the fort are still visible. It appears from Ramsay's History of South Carolina, and Roberts on Florida, that after repeated incursions of the Upper Creeks, aided by Governor

Moore, of South Carolina, the Spanish settlements were entirely broken up and destroyed; and from that time to the period when Bartram wrote, the whole country occupied by the former Spanish settlements was known by the name of the Appalachie or Spanish old fields; whether, after the cession of Florida to the British, that Government made any establishment, I am unable to say; nor do I know at what particular period the company of Forbes first established their trading house at that place. I had supposed that immediately on taking possession of Florida, in 1763, the British had built the present fort of St. Mark's, and, when the Spaniards re-occupied that place, in 1787, that it was the same fort; but this was only conjecture.

To the eighth interrogatory he answers: I know nothing of the subject of this interrogatory.

To the ninth interrogatory he answers: The Governors of West Florida exercised jurisdiction over fort St. Mark's without doubt; and, having both civil and military, they exercised both.

To the tenth interrogatory he answers: I know of no reason why jurisdiction over St. Mark's should be exercised by St. Augustine more than by Pensacola. It was the will and pleasure of the Captain General of Cuba, or the King of Spain. It might have been attached as a dependency of the Government of St. Augustine, in which case jurisdiction over it would have been exercised by that Government. I have never heard of any conflicting jurisdiction between the two, on account of St. Mark's. The Spanish population did not extend beyond the fort; the country was uninhabited; and I have never understood that any grants for land were made, either by the Governor of Pensacola or St. Augustine, in the district of country claimed or possessed by the Lower Creek

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Indians, unless the claim of Forbes be considered an exception. H. M. BRACKENRIDGE.

COMMISSION SECOND.

Interrogatories, &c. Imprimis. Do you know, or were you not acquainted several years ago with the firm of John Forbes and Company, residents and traders from the Floridas?

Secondly. Were you or were you not acquainted with the cession of land said to have been ceded by certain tribes of Indians to Panton, Leslie, and Company in 1806, and to John Forbes and Company in 1811? If yea, did or did not the Upper and Lower Creeks, as well as the Seminole Indians, use in common the hunting grounds embraced within the limits of said cession? If yea, did or did not the said tribes of Indians recognise or look upon the lands within said cession as the lands of the Spanish Crown, or white people's land?

Thirdly. Do you or not know whether the Indians who profess to have ceded lands to the house of John Forbes and Company, were chiefs residing within the limits of Florida? Or did a majority of them reside and hunt within the limits of the United States? Were not the majority of chiefs and Indians other than chiefs, parties to the cessions, American Indians?

Fourthly. Were you or were you not present when a deed of cession was made by certain Indians to John Forbes and Company? If yea, at what time and place was the same entered into? Who represented the interest of the Spanish Government? Or was there in attendance to your knowledge any authorized officer or agent of the said Government? Who represented the interest of the house of John Forbes and Company? Was or was not an Indian chief, called the Big Warrior, the leading and most influential chief of the Upper and Lower Creeks? If yea, where did he reside at the time,

and was he present? Did or did not the Little Prince attend the cession? If yea, where did he reside? And by what number of chiefs and common Indians was he attended? Did or did not all of them reside within the limits of the United States?

Fifthly. Who surveyed the lands ceded? Was it or was it not done by yourself? If yea, by whom were you employed? What did you receive for your services, and by whom paid?

Sixthly. Did you or did you not make a visit to Pensacola, West Florida? If yea, at what time? Did you or did you not offer to purchase lands of John Forbes and Company? State particularly what conversation passed between you and John Forbes. Did or did not John Forbes inform you that he had secured titles from the Indians sanctioned by the King of Spain?

Lastly. Do you know of any other matter or thing, or have you heard, or can you say any thing touching the matters in question in this cause, that may tend to the benefit and advantage of the defendant in this cause, besides what you have been particularly interrogated unto? Declare the same fully and at large, as if you had been particularly interrogated thereto.

JAMES G. RINGGOLD,
District Attorney of the U. States,
Pro defendant.

A copy of interrogatories filed.

Teste: JAMES S. LINN, *Clerk.*

Doniel Blue, sworn, &c. To the first interrogatory he answers, that he was acquainted with John Forbes and John Innerarity, both of the house of John Forbes and Com-

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pany, which acquaintance commenced two years and eight months previous to the declaration of the last American war. To the second he answers, I know nothing of the land ceded in 1806, but I am well acquainted with the land ceded to John Forbes and Company in 1811; the Upper and Lower Creeks, as well as the Seminole Indians, used it in common as a hunting ground: indiscriminately, the said Indians always called it the white people's land since my acquaintance with them, and always acknowledged they sold it to John Forbes and Company. I never understood them to call it Spanish Crown land, but would often say that it was John Forbes's land; that they had sold to him. To the third he answers, the Mickasuky chiefs and others of that tribe were the only Florida Indians that signed that cession; a majority of the chiefs and other Indians who signed the deed of cession, were residents within the limits of the United States; that most of the chiefs and Indians, both Seminoles and Creeks, hunted and fished all along the sea coast during the winter, as far as cape Florida. To the fourth he answers, I was present when the deed of cession was executed to John Forbes and Company; it was executed when we were running the line, I think in the month of June, 1811, and nearly half way between the Ocklockny and Appalachicola rivers, in the woods, and nearly on the line. There was no Spanish officer present at the time, or agent to represent the Spanish interest. Edmund Doyle, principal clerk of the house of John Forbes and Company, and William Hambly, interpreter of the Indian language, represented the interest of the house of John Forbes and Company. The Indian chief, called the Big Warrior, was the most influential and principal chief of the Upper and Lower Creeks; he resided among the Upper Creeks; he was sick, and unable to attend at the time the deed of cession was executed,

but sent word by the Little Prince that he was unable to attend from indisposition, otherwise he would have been there in person. The Little Prince was present, attended by three or four principal chiefs of the Upper Creeks, and a number of other Indians; his permanent place of residence was among the Upper Creeks; all the Indians that attended the Little Prince resided within the limits of the United States. To the fifth he answers, the land ceded to John Forbes and Company was surveyed by Daniel Blue, the deponent. I was employed by Edmund Doyle, principal clerk to John Forbes and Company, at their Indian store on the Appalachicola. I received five dollars per day, and was paid by John Forbes and Company. To the sixth he answers, I made a visit to Pensacola about three years previous to the declaration of last American war, for the express purpose of purchasing land from John Forbes and Company, and made bargain with John Forbes for a tract of land on the Appalachicola river; previous to our bargain I inquired of John Forbes as to the validity of his own titles; his reply was, that he purchased the land from the Upper and Lower Creek Indians for upwards of sixty-five thousand dollars, which he had paid them, and which contract with the Indians was sanctioned by the court and King of Spain. To the last he answers, a report being in circulation that the Floridas were to be immediately ceded to the United States, and evacuated in Augustine, Forbes immediately sent off a runner to the Big Warrior, informing him of this, and requesting him, without any loss of time, to send on chiefs to see the lines properly run, and make titles to him agreeably to the treaty that he entered into with him for said lands; in consequence of which the Big Warrior deputed the Little Prince, together with three or four chiefs and other Indians of the Upper and Lower Creeks, to see the lines run and

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titles executed in a proper manner. Forbes at the same time sent a runner to Edmund Doyle, his principal clerk at the Appalachicola, directing him to meet the Indians at the river St. Mark's on a given day, at which place him and the Indians met, almost simultaneous. Forbes's own surveyor being absent on a visit to Forbes, at Augustine, and he, Forbes, being anxious to have the lines run and titles executed previous to the Floridas being ceded to the United States, was the reason why I was employed to run the lines, there being no one else there capable of doing it.

DANIEL BLUE.

Answered, subscribed, and sworn to before us, this 8th day of January, 1830.

[L. S.] UBANUS DART,

[L. S.] C. C. COOPER,

Commissioners.

COMMISSION THIRD.

Interrogatories to be administered to Francis Lysaca, Esq., of the city of New York, a witness to be produced, sworn, and examined on the part and behalf of the United States, defendant, before the Commissioners, pursuant to the said commission from the said Superior Court, hereunto annexed, to wit:

Imprimis. Have you or have you not any recollection of a certain man by the name of Francis White? If yea, how long have you known him? Was he or was he not in your employment some years ago? If yea, why did he leave your employment? What were the habits of said White? Was he or was he not given to liquor, and extremely dissipated and worthless?

2d. Do you or do you not know of what country the said White was a native? What is his age? After he left your em-

ployment where did he go to reside? How long did the said Francis White reside in the United States previous to his departure?

3d. Do you or do you not recollect that the said Francis White had a brother, a Mr. John White? If yea, where does the latter reside?

4th. Look upon the paper herewith exhibited, marked exhibit W, read the same, and state whether, upon your knowledge of said Francis White, you believe him capable of giving correct testimony upon the points to which he is interrogated therein.

5th. Do you or do you not know, or have you any information of the particular vocation or line of business in which the said Francis White has been employed since he left your employment, or since he left the United States? Do you know, or have you been informed, that the said Francis White has been employed for the last six or seven years in the capacity of interpreter to some *sailor boarding houses*, and is at present in that employment? Look upon exhibit B, herewith exhibited, and state whether, from your knowledge of said Francis White, he would or would not most likely be to be employed, as set forth in said exhibit B.

Lastly. Do you know of any other matter or thing, or have have you heard, or can you say, any thing touching the matter or question in this cause? Declare the same fully and at large, as if particularly interrogated.

JAMES G. RINGGOLD,
District Attorney U. S. for respondent.

Francis Lysaca, the witness, directed to be examined by the annexed commission, having appeared before James A. Hamilton, the only Commissioner therein named, at his office, in the city of New York, and the said Francis Lysa-

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ca being sworn to testify the truth, the whole truth, and nothing but the truth, declared as follows:

To the first interrogatory, the witness says he remembers Mr. Francis White, that he first knew him about the year 1809 or 1810; he was in witness's employment for several years, he thinks about seven or eight, but how many exactly he does not recollect; that White, while he was in his employment, conducted himself in such a manner that witness was induced to give him part of the commissions of his business, he having his full confidence; White left witness's employment upon an intimation from him that he had no further need for his services; one reason for witness discharging White was, that witness did not require him any longer; another was, that he had ascertained that said White was fond of drinking, although witness never saw him drunk. To the rest of this interrogatory witness says he knows nothing.

To the second interrogatory, the witness says that the said White is a native of Cadiz, in Spain; he does not know his age, but he should suppose that he is now from about thirty-five to forty years of age; when he left witness's employment he resided at Havana; he does not know that the said White ever resided in the United States.

To the third interrogatory, the witness says he knows that said White had a brother, who resided in Havana, whose name he thinks was John.

To the fourth interrogatory, the witness says he has read the exhibit referred to and shown to him; that he cannot positively say whether White has the capacity or the information necessary to give exact and correct testimony on the subjects contained in the said exhibit, but that he thinks it probable that White may be acquainted with the principal officers of the Government in the Havana, and their signatures, for

while White was in the employment of witness he used to do business in all the public offices.

To the fifth interrogatory, witness says that he knows nothing of the manner in which White has been engaged since he left his employment. He knows nothing of the matters further inquired about in this interrogatory, and, therefore, cannot further testify in relation to them than as he has above stated.

To the last interrogatory, the witness says that he knows nothing of the matters in the said cause.

FR. DE LYSACA.

Sworn to before me this twentieth day of April, 1830.

JAS. A. HAMILTON, *Com.*

The following depositions were taken at sundry times, and in various ways, and filed as evidence in this cause, viz:

H. M. Brackenridge. In the Superior Court of Leon county, middle district of Florida, the examination of Henry M. Brackenridge, one of the Judges of the Superior Court of the Territory of Florida. Examinant being duly sworn, saith that he knows the handwriting of Don Francisco Dionisio Vives, Captain General of the island of Cuba; that he hath seen him write, and is acquainted with the paraffe of the said Vives; that he hath examined the signatures of the said Francisco Dionisio Vives, attached to sundry documents exhibited to him in this cause, and doth depone that the same are, to the best of his knowledge and belief, the true and genuine signatures of the said Don Francisco Dionisio Vives; that the said documents, each of which is inscribed in the proper handwriting of this deponent, with the initials of his name, H. M. B., are the following, marked and numbered in the descriptive list attached to the petition in this cause, as follows: No. two (2) B,

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No. three (3) C, No. four (4) D, No. five (5) E, No. six (6) F, No. seven (7) G, No. eight (8) H, No. nine (9) I, No. ten (10) K, No. thirteen (13) N. The examinant further saith, that he hath examined the signature of Don Francisco Maximiliano de San Maxent, Governor of the province of West Florida, and the seal of his office attached to the document marked No. one (1), and lettered A, and superscribed Leg. K, and the signatures of Vincente Sebastian Pintado, Surveyor General of West Florida, attached to the said last mentioned document, and the signature of M. Hunter, attached to a certified copy of a translation of the last aforementioned document, also marked No. one (1), and lettered A; and the said several signatures of Don Francisco Maximiliano de San Maxent, and of Vincente Sebastian Pintado, are, to the best of this deponent's knowledge and belief, the true and genuine signatures of the said parties respectively, with which this deponent is familiar, from having been keeper of the public archives in West Florida; and that the signature of M. Hunter, above referred to, is, to the best of this deponent's knowledge and belief, the true and genuine signature of the said M. Hunter, with whom this examinant is acquainted, having seen him write; that the said two last mentioned documents, numbered and lettered as above stated in the descriptive list attached to the petition in this cause, are also inscribed with the initials H. M. B., of this examinant's name; and further this examinant saith not.

H. M. BRACKENRIDGE.

Sworn to before me this 18th day of October, 1828.

C. NICHOLAS, *Clerk.*

The further examination of the Honorable Henry M. Brackenbridge in the above cause. The examinant being

duly sworn, saith that he hath, also, examined the signatures of the said Francisco Dionisio Vives, attached to certain documents, marked and numbered in the descriptive list, attached to the petition in this cause, as follows: No. fourteen (14) O, No. fifteen (15) P, No. sixteen (16) Q, No. seventeen (17) R, No. eighteen (18) S, No. nineteen (19) T; and hath inscribed each of the said documents with the initials of his name, H. M. B., and doth depone that the same are, to the best of his knowledge and belief, the true and genuine signatures of the said Don Francisco Dionisio Vives.

H. M. BRACKENRIDGE.

Sworn to before me this 18th day of October, 1828.

C. NICHOLAS, *Clerk.*

Peter Alba. The examination of Peter Alba, jr., a witness of lawful age, taken in open court on the 19th October, 1828, who, being sworn, saith that he was the interpreter of the Provincial Government of West Florida for about twelve years immediately preceding the cession of the said province to the United States. Document A, No. 1, superscribed Leg. K, being shown to witness, and being asked if he is acquainted with the signatures of Francisco Maximiliano de San Maxent and Pablo de Larin, and Vincente Sebastian Pintado, whose names purport to be signed on the said document, answers, he is well acquainted with the signatures of each of the abovenamed persons, from having frequently seen them write, and having been in communication with them, and doth verily believe that the said several signatures of the said document are the true and genuine signatures of the said parties respectively. The witness further saith that he has examined the paraffes or flourishes attached to the several names of the persons to whose sig-

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natures he hath above testified, that he is well acquainted with the same, and doth verily believe that they are the true and genuine paraffes of the said parties respectively. The witness further saith that he knows that the said F. M. de San Maxent was the Millitary and Political Governor, *ad interim*, of the province of West Florida during the year 1811, and until the summer of 1812, and that the said Pablo de Larin was Secretary of the said Government at that time, and that V. S. Pintado was Surveyor General of the said province in the year 1812; and the witness further saith that he was a clerk to the house of John Forbes & Co. in the year 1804; that James Innerarity, then a member of the firm, proceeded to Appalachicola with a clerk and five negroes, and took possession of the said tract of land by virtue of a passport from Governor Folch, and established a store; that the said house of John Forbes & Co., and those claiming under it, have been in possession of the said land ever since, except during a short interval, occasioned by Indian disturbances, but the possession was resumed by them shortly after the disturbances ceased; that in the fall of 1804, the chiefs of the nation, accompanied by a large number of warriors, met at Pensacola, and there ratified in a public and formal manner, in presence of Governor Folch, the cession made by them to the firm of Panton, Leslie, & Co., acknowledged the debts due by them to the said firm, and expressed their desire to extinguish them by a cession of a part of their lands.

The witness further saith that Felipe Prieto, who was examined as a witness before the land commissioners of West Florida, and a statement of whose deposition appears in page thirty-six of the printed report of the Secretary of the Treasury to the Speaker of the House of Representatives, dated the 21st of February, 1825, which said Felipe Prieto was the

King's storekeeper at the post of St. Mark's in the year 1804, and is dead; that the deposition of the said Felipe Prieto, referred to by the witness, is in page thirty-six of the report above referred to, which report is numbered in the documents of Congress 111. The witness further saith, that having examined the signatures of Benigno Garcia Calderon and Francisco Morejon in document No. 13 N, and the signature of Charles Howard in document No. 20 U, and the same signature in document No. 22 W, and the signature of Vincente Folch and Pablo de Larin affixed to document No. 21 V, and the signature of Vincente Folch to document No. 27 B B, and the handwriting of John Forbes to two letters in document 23 X, and being well acquainted with the paraffes and signatures of the persons before mentioned in the documents and exhibits in this cause, from having seen them write, saith they are, to the best of his knowledge and belief, their proper signatures and paraffes. The witness saith that the word rubrication is intended to designated the flourish in the margin of the copy of a document granted by the Spanish Government, and called *testimonio*, for which a fee is paid to the officer. And further saith not.

Test: C. NICHOLAS, *Clerk.*
By J. S. LINN, *D. C.*

The examination of Joseph S. Sanchez, a witness of lawful age, taken in open court on the 19th day of October, 1828, to be read as evidence in a cause depending in said court, wherein Colin Mitchel and others are petitioners, and the United States defendants. Witness being sworn saith, that he has never seen Don Francisco Dionisio Vives write his name, but has seen many documents taken up to the said Vives, Captain General of the Island of Cuba, by his clerks, and brought

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back, purporting to be signed by the said Captain General, and that, from his knowledge of his signature thus acquired, he believes that the documents specified in the deposition of H. M. Brackenridge, all of which this deponent hath seen and examined, are subscribed in the proper handwriting of the said Don Francisco Dionisio Vives. The witness saith he is enabled to speak with greater certainty as to the coat of arms of the said Vives, and saith that the coat of arms annexed to the documents above referred to is his proper coat of arms. Document No. 29 D D being shown to witness and particularly examined by him, he saith that he believes the signature thereto, purporting to be that of Don Francisco Dionisio Vives, is genuine and true.

Test: C. NICHOLAS, *Clerk.*
By JAS. S. LINN, *D. C.*

The further examination of Joseph S. Sanchez, a witness of lawful age taken in open court 25th October, 1828, to be read as evidence in a cause depending in said court, wherein Colin Mitchel and others are petitioners, and the United States defendants. Witness being again sworn, and on document No. 37 L L being shown to him, and asked if he believes the signature thereto to be that of Don Francisco Dionisio Vives to be genuine, answers that he has never seen said Vives write his name, but has seen many documents taken up to him by his clerks, and brought back, purporting to be signed by the said Vives; and that, from the knowledge of his signature thus acquired, he believes the signature to the document aforesaid purporting to be that of Don F. D. Vives, to be genuine, and further saith not.

Test: C. NICHOLAS, *Clerk.*
By JAS. S. LINN, *D. C.*

Edmund Doyle. The deposition of Edmund Doyle, taken this 6th day of June, 1829, at the house of Wm. N. Ritchie, in Tallahassee, to be read as evidence on the trial of a suit in chancery depending in the Superior Court for the District of Middle Florida, wherein Colin Mitchel and others are complainants, and the United States defendants. This, and the succeeding depositions, taken by the consent of the attorney for the complainants now present, and the Law Agent and District Attorney for the United States being also present, and each party waiving the necessity of notice and commission, the deponent, being a witness for the United States, and of full age, and first duly sworn, deposeth and saith as follows, to wit:

Question by the Defendant's Counsel.

1. What tribe or nation of Indians had possession of the tract of land in dispute in the year 1804, and from that until the surrender of the Floridas to the United States?

Answer. The tribe called the Seminoles, mostly and originally refugees from the Upper Creeks, had possession of the Floridas, with the exception of the tract in dispute.

2. Were there Indian settlements and towns in the bounds of said tract of land, and where? And at what time, and of what length of continuance were the settlements and towns?

Answer. There were three Indian settlements in the bounds of said tract of land, one on the waters of Little river, on the boundary line, occupied by an Indian called Hannahchela, two on the west side of Wachulla, in the possession of two half-breed Indians by the names of John and William Kinnard; to each of these settlements there was a mile square of land reserved and laid off by Asa Hartfield, the Surveyor, who run the boundary line, as said Hartfield informed this deponent; said Hartfield was an intelligent and respectable

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American. The upper or north line was run, as this deponent was informed, in 1807, by Hartfield: Hannah-chela died shortly after running the line, and the settlement was thereupon abandoned; the other settlements were abandoned in the year 1811.

3. Did or did not the Indians continue to use the lands in dispute as a common hunting ground up to the time of the surrender to the United States?

Answer. They continued to use the ground occasionally as a hunting ground until the year 1812 or 1813, when they became troublesome, by killing cattle belonging to the house of Forbes & Co.; after which, this deponent, being a clerk to said house, forbid them, and employed an Indian (who commanded several others) to prevent them from hunting and killing the cattle on the land, until the year 1814, when the British landed their force and took possession of the country; and at which time, also, the Indians rushed in upon the land, and killed most of the cattle, and continued to use the land occasionally, by permission of the house, for hunting, until the surrender to the United States by treaty with Spain, which Indians were those who had been driven by General Jackson from the Upper Creeks. The tract of land was not a good hunting ground.

4. Were or were not those Indians whose names are to the deeds to Panton, Leslie, & Co., and to Forbes & Co., chiefs, and of what nation? Where did they reside? Did many of them, and how many, live in the bounds of the United States? Were any of them Florida Indians residing near the lands? How many of them, and which of them?

Answer. They were principal warriors and chiefs of the Upper and Lower Creeks, including the Seminoles; they resided upon the Chattahoochie as far up as the Cowetas, and

from that down the Appalachicola to within forty or fifty miles of its mouth in the Gulf of Mexico. According to the best of this deponent's knowledge and belief, about one half of the Indian chiefs lived within the chartered limits of the United States, and the rest within the bounds of Florida. All the chiefs of the nearest towns signed the deeds of cession, as this deponent was informed by the chiefs, but not of his own knowledge.

5. Did or did not Panton, Leslie, & Co., or Forbes & Co., ever enter and live on the land in dispute? What improvements (if any) did they make? What house, and clearings did they make? And what lands did they cultivate?

Answer. Panton, Leslie, & Co. never entered or lived on the land: they died before the cessions from the Indians. Forbes & Co. built a storehouse, dwelling house, skin house, negro houses, granary, and other necessary buildings, which this deponent found in 1808 on the Appalachicola river, now called fort Gadsden, in the bounds of the survey, at which place there were thirty acres of land cleared; at another place the company had a cow pen and twelve hundred head of cattle; one company cultivated a garden at the cow pen, and at the storehouse aforesaid there were cultivated between twenty and thirty acres.

6. Who were the members of the firms of Panton, Leslie, & Co. and of Forbes & Co.? Were they merchant traders, farmers, or cultivators of the soil? Did they live in towns and storehouses, or in the country?

Answer. They were merchant traders and not farmers, they lived in the towns of St. Augustine, Pensacola, Mobile, and Orleans, and had trading establishments at each of those places, as also one at Nassau, and in the city of London.

7. Who surveyed the land in dispute for Panton, Leslie, & Co. or Forbes & Co.? At what time was the land surveyed? Was the survey made by a private Surveyor, or by the public Surveyor of the Government? In making the survey on the ground, did the Surveyor go round, leaving out the Indian settlements of the Kinnards on the left hand of the Wachulla, and the Indian settlement on Little river? And does not the deed to the said firm, of 1811, include said Kinnard's and the Indian settlements on Little river?

Answer. In the year 1811, and prior to the cession of said lands, this deponent, and he believes Wm. Hambly also in conjunction, received a commission from Governor Folch, of Pensacola, directing this deponent and said Hambly to go and attend the Indians, who were to direct the marking the lines on the land with a view to a cession thereafter, and this deponent did go and attend to the same, commencing at the natural bridge on St. Mark's where the water sinks, and in company with Daniel Blue, who was a private Surveyor, and not the Surveyor of the Government, run about seven miles, and then followed the Indians, and marked the lines to the Ocklockny, and, about one mile on the east side of the the Ocklockny, struck the lines of the first cession, and followed the lines of the said cession to a point in the pine barrens, near the head of Sweet Water creek, and then closed to the head of said creek. The deponent, with the Indian chiefs, then proceeded down the river Appalachicola, and commenced the survey of the land on the west side of the said river at the mouth of lake Wimico; thence ran up the lake three miles, to the best of this deponent's recollection, and cornered; from thence run a southwestwardly direction to the bay of Appalachicola river; from thence, with the chiefs, we were conveyed in boats to the west point of the island of St. Vincent's, where

we marked trees; we did not survey any more, but called for the island and natural boundaries to the beginning. In running and marking the line near Little river, we ran near to and by the house of the Indian, Hannah-chela, leaving his house outside of the tract, but including the land he claimed on the inside, making, however, a reserve to the Indian of one mile square inside of the tract.

8. Was there an Intendant (Morales or other) presiding as such over the Floridas in the year 1804, and from that period up to the surrender to the United States, under the treaty with Spain? Who was the Intendant? And where did he reside?

Answer. I became acquainted with Intendant Morales; he was living in Orleans in the year 1800, presiding as Intendant. He afterwards, in the spring of 1806, came to Mobile, and in the same year he was at Pensacola, and continued there some years, and went away to Havana in 1811 or 1812.

9. Where is the fort St. Mark's situated? When, and by what Government was it built? Was it not kept up, manned, and provisioned by the Spanish Government, regularly, up to the surrender to the United States, under the treaty with Spain? What did it cost?

Answer. It is in the bounds of the survey in dispute, and at the mouth and in the fork of the St. Mark's and Wachulla rivers. The fort was erected by the Spanish Government, and was kept up, manned, and provisioned, by the Spanish Government from the time of this deponent's acquaintance, in 1800, until the surrender by treaty to the United States, except a short time in the year 1818: it was taken and kept by General Jackson. This deponent thinks the fort must have cost two hundred thousand dollars.

Question by the solicitor of the petitioners. Have you read, or heard read, the boundary described in the petition

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filed in this case? And if so, is the boundary there set forth the same as that pointed out to you by the Chiefs of the Seminole and Lower Creek Indians, with a view to the cession to Forbes & Co. in 1811?

Answer. To the best of my knowledge and belief it is the same boundary by natural and artificial marks.

Question. How long were you in the house of Forbes & Co.? And how long were you acquainted with their operations?

Answer. From the year 1806 to 1818 I was a clerk to the house, and have known something of their operations since.

Ques. During the period from the year 1806 to 1818, were they not in possession of the land, with the exception of a short time, occasioned by the Indian hostilities above described? And was not that possession resumed and held, when the territory was delivered to the United States, and until the present time?

Ans. He knows that they had possession as above described prior to the year 1818; and, in the year 1820, he thinks John Carnochan, claiming under Forbes & Co., Jonathan Robinson, Henry Yonge, and others, took possession under them of certain defined parts, and hold them to this time under their title.

Ques. Did the Indians, as a matter of right, ever claim to hunt upon the lands since the year 1806? Or was it by the indulgence and courtesy of the house?

Ans. By the permission and courtesy of the house.

Ques. Did the Indians ever express any dissatisfaction with the sale or accounts for which it was made?

Ans. They never did, but always acknowledged its validity, and their entire concurrence.

Ques. Was this title always respected by the Spanish Government, and all the officers of the Floridas?

Ans. I never heard any objections whatever, and I was in habits of intimacy with the principal officers.

Ques. Did Governor Folch always exercise jurisdiction of the country between St. Mark's and Appalachicola? And was the fort subject to his orders?

Ans. It was subject to the jurisdiction, and under the orders of Governor Folch and the other Governors of West Florida, until it was surrendered to the United States; and he exercised civil and military authority.

Ques. Did you know Felipe Prieto, the King's storekeeper, whose testimony is taken in the Commissioner's report? And is he now living?

Ans. I knew him well; he has been dead for three years; he was a man of good character.

Ques. Did not the firm of John Forbes & Co. exercise such control over the Indians as to prevent their taking Pensacola after the Spanish forces were withdrawn from Louisiana?

Ans. The firm had great influence over the Indians.

Ques. Can you state what debts were due from, and what robberies committed by the Indians on said house, and to what amount?

Ans. They were generally contracted and committed before I came into the house, but always learned that they were to a large amount from the house itself.

Ques. Are you well acquainted with the lands purchased of the Indians? And what are the quality and value of the two cessions?

Ans. I do not think there are more than forty thousand acres of good land in the whole tract. The remainder is per-

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fectly barren, or poor pine and swamp that can never be of value for any purpose. Deponent believes that, under the Spanish Government, the land would never have been worth what was paid by Forbes & Co.; and under our Government he thinks the value of the whole is about two hundred thousand dollars, at the highest price for which the Government lands have ever been sold in this Territory, exclusive of the sites of towns.

Ques. How long did Governor Folch remain in commission after his confirmation of these grants?

Ans. He thinks he went away in 1812, and has been informed he was promoted in Cuba, and continued in commission ever since.

Ques. Were you present when formal possession was delivered of the second cession of the lands to Forbes & Co.?

Ans. I was present, and saw possession delivered with the entire consent of the Indians; and when it was explained to them by the interpreter, they said "very well" in Indian, which deponent understood. And further saith not.

EDMUND DOYLE.

TERRITORY OF FLORIDA, } *to wit:*
Leon county, }

I, a Justice of the Peace for the county aforesaid, do hereby certify that the foregoing deposition of Edmund Doyle was carefully taken and subscribed before me, at the time and place mentioned in the caption, the said deponent having been duly sworn to tell the truth, the whole truth, and nothing but the truth; the counsel on both sides were present, and consenting and waiving the necessity of notice and commission.

Given under my hand this 6th day of June, 1829.

[L. S.] JOHN Y. GAREY,

Jus. Peace.

Francisco White. The examination of Don Francisco White, a witness of lawful age, taken in open court, on the 6th day of Oct., 1829, to be read as evidence in a cause depending in said court, wherein Colin Mitchel and others are petitioners, and the United States defendants. Witness being duly sworn, deposeth and saith: That he is forty years of age; resides at Havana, Island of Cuba; that he is a native of Cadiz, and has resided in the island of Cuba for twenty years; that he is conversant with the manner of doing business in Cuba, and with the signatures of his Catholic Majesty's officers in that island; that he has seen the Captain General, Vives, write, and is acquainted with the seal of his office; that he is acquainted with the signatures of Francisco Maximiliano de San Maxent and Don Vincente Sebastian Pintado, from having seen them write; and that he is also acquainted with their paraffes and rubrications. Document No 1 A, superscribed Leg. K, being shown to, and particularly examined by, witness, says, he knows the signatures thereto annexed to be the proper handwriting, and the paraffes and rubrications to the same to be those of the said F. M. de San Maxent and Don V. S. Pintado. Documents No. 2 B, No. 3 C, No. 4 D, No. 5 E, No. 6 F, No. 7 G, No. 8 H, No. 9 I, No. 10 K, No. 13 N, No. 14 O, No. 15 P, No. 16 Q, No. 17 R, No. 18 S, No. 19 T, No. 25 Z, No. 29 D D, and No. 37 L L, being shown to, and particularly examined by, witness, says he knows the signatures thereto annexed to be the proper handwriting of the Captain General, Vives, and the paraffes and rubrications, and coat of arms, to be also those of the said Captain General; that he is also acquainted with the signatures of Secretaries Don Antonio M. de la Torre y Cardenas, Juan Nepom. de Arrocha, and Lorenzo Jose de Noriega,

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from having seen them write; and he knows the signatures of the said documents to be also of the true and proper handwriting of the said secretaries; that it is the established usage and law in the Spanish dominions, for officers of the Crown, when called on to give evidence, to certify on the honor of their officer under order of the tribunal to the facts stated in their declarations, without having to swear to them; that the documentary evidence taken in this (so far as he has examined the same) is taken according to the forms of, and usages of, the tribunals of Cuba; that the said documents, (so far as he has examined the same,) in the forms in which they are now presented and filed herein, are such as are received in all the Spanish courts, and such as are prepared for all the foreign courts; that he is acquainted with Governor Folch, reputed Governor of West Florida, and he has, since the termination of his said office, been promoted to the dignity of Marshal de Camp; that he has been acquainted and conversant with all the officers of the Island of Cuba, and that he never heard the administration of Governor Folch questioned, but has always understood it to have been approved by the officers of his Catholic Majesty in Cuba; that it is the usage in the Spanish dominions, whenever an officer exceeds his authority, to dismiss and punish him, and confirm the acts done; that this principle extends to grants of land, and all other cases; that he has never known a grant or concession of land made by a Governor annulled by the King; that the greatest part of the titles to land in the Island of Cuba have been made by Governors, Intendants, and Captains General; that all the titles having received the approbation of Captain General and Intendant General are considered valid in Cuba; that it is the usage, at stated periods and short intervals, for

an account to be transmitted to the King, of the public acts of Governors, Intendants, and Captains General, and, if not dismissed, it is considered that the acts are approved by his Majesty; that the continuance of officers in commission in the Island of Cuba is conclusive evidence of the royal approbation; that this report, or residencia, is strictly required; that it is the practice in all the Spanish dominions, in all concessions and grants of land, to preserve, in the office from which the grant or concession issues, the original, and to give to the party interested a copy, called "testimonio;" that the concessions and grants of Governors are reported, at stated periods and short intervals, to the Intendant and Superintendent General; that it is the established usage that the civil and military Governors and Captains General, as the political representatives of the King, make all grants for public services, and for indemnity, where the Crown or its officers have promised indemnity, and that the duties of sales and gratuitous concessions belong to the Intendants and their Subdelegates; that it is the established practice in Havana and the Island of Cuba to have testimony taken by a petition to the Governor or Captain General, and under his decree, and there is no other compulsory process known in the Spanish dominions; that he has never known a title obtained from a Governor of a province, and approved by the Captain General, reversed by any other authority.

Cross examination by the counsel for the United States. Witness saith, that he was sent here by Colin Mitchel, of Havana, to be a witness in behalf of the petitioners in this case; that his occupation in Havana has been an English and Spanish interpreter, and in that capacity became acquainted with the signatures of these officers; that he has made the laws of Spain, and the

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usages and customs which govern the officers of his Catholic Majesty in the dispositions of Crown lands in Cuba, his particular study, so as to have acquired a particular and general acquaintance and knowledge of the same; that he is not a lawyer by profession; that he is conversant with laws, ordinances, rules, and regulations relative to the disposition of Crown lands in force in the provinces of Louisiana and West Florida, from the year 1804 to 1811; the usages and customs of his Catholic Majesty do not impose upon the Intendants and Governors of distant provinces any limitation as to the quantity of royal lands to be conceded or granted by them to one individual in the same grant at the same time; that, under the laws and ordinances, usages and regulations of the Spanish Government, after the ordinance of 1798, the power and authority to make and despatch absolute and final grants for Crown lands in the distant provinces belonged exclusively to the Intendants of the province, as far as relates to gratuitous concessions, and that, so far as relates to sales, they belong to either the Intendant or Captains General, and indemnities belong exclusively to the Captain General; that his knowledge of preparing papers for Spanish and foreign courts arises from his having seen them prepared often, and that he is sufficiently acquainted with the laws of Spain to form a tolerably correct idea of the state of the pleading in the Spanish court, but not in a foreign court; that he does not know of any instance of a grant of land made in Florida by the Captain General of Cuba; that both the original and copy of any instrument require the signature of the "Escribano" before whom it is taken; that he knows the Captain General has power to make grants of land, from having seen them in the Island of Cuba; and that he never heard his authority questioned; that he never knew of any instance of Indians selling Crown lands, or of Indian lands;

that he has been employed by individuals to translate Spanish and English documents, and not by the Government; that he has seen the Captain General of Cuba writing in his palace in Havana.

Cross-interrogated by counsel for petitioners. Saith: That he has no interest in the event of this suit, and further saith not.

Teste: JAMES S. LINN, *Clerk.*

The examination of Don Francisco White, a witness of lawful age, introduced on the part of the United States, taken in open court on the 15th day of October, 1829, to be read as evidence in a suit depending in said court, wherein Colin Mitchel and others are petitioners, and the United States defendants. Witness being duly sworn, saith: That he is well acquainted with the signatures and paraffes of Juan de Casa Nova and Nicolas de Toledo, from having frequently seen them write; and being shown, and having particularly examined, documents, No. 1 to 10 inclusive, Exhibit E, and document No. 11, saith, that the signatures and paraffes annexed to the said documents, No. 1 to 10 inclusive, Exhibit E, purporting to be those of the said J. D. Casa Nova, and the signature and paraffes to document No. 11, purporting to be those of the said Nicolas de Toledo, are genuine, and further saith not.

Teste: JAMES S. LINN, *Clerk.*

Frederick Weedon. The examination of Frederick Weedon, a witness, of lawful age, taken in open court, October 6th, 1829, to be read as evidence in a suit depending in said court, wherein Colin Mitchel and others are petitioners,

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and the United States defendants. Witness being sworn, deposeth and saith: That he was in Havana, in the Island of Cuba, about one month since; that, from having inquired into the character of Don Francisco White, he was informed, from general reputation, that he was a man of unimpeachable integrity.

Cross-examined by counsel for the United States. Saith: That he was in Havana about two weeks, and that he was induced to inquire into the character of this gentleman, from having heard he was coming with him; that his inquiries as to said White's character were directed to a few persons about him, a few days before leaving Havana; and further saith not.

Teste: JAMES S. LINN, *Clerk.*

Edmund Doyle. The further examination of Edmund Doyle, a witness, of lawful age, taken before the clerk of the superior court for the middle district of Florida, Leon county, in the clerk's office, on the 14th day of October, 1829, to be read as evidence in a cause depending in said court, wherein Colin Mitchel and others are petitioners, and the United States defendants. Joseph M. White, Solicitor for the petitioners; James G. Ringgold, District Attorney; and Richard C. Allen, Law Agent for the United States, being present, and consenting thereto, witness being sworn.

Question by Solicitor for petitioners: Do you know Daniel Blue, who is said to have surveyed part of the lands in dispute? And do you know under what authority the survey was made?

A. I knew him, and he was employed by myself, and paid out of the funds of John Forbes & Co.

Question by same: Had you not authority from Governor Folch to run the line yourself, or to engage some one to do it?

A. I had a commission from Governor Folch (I do not recollect whether Mr. Hambly was or was not associated in it) to mark the line of land ceded by the Seminole Indians to the house of Forbes & Co.; and as Daniel Blue was a surveyor, and contiguous to the spot, it was considered expedient to engage him to make the survey; which line was from St. Mark's to the Ocklockny, and thence to the Appalachicola. It has been so long since, that I do not recollect distinctly whether, after we quit the old line, it was surveyed, but think it was not; it was however distinctly marked, my orders being to mark, and not survey a line.

Cross-examination. Question by District Attorney. Was it or was it not customary for Governors to authorize private individuals to survey Crown lands, or the public domain?

A. I do not know.

Question by same. You say you were authorized by Governor Folch to mark out a portion of the premises in dispute. Had you or had you not a commission from Governor Folch? Where is that commission to be found? Ought or ought it not to be recorded in the Surveyor General's office, or in the office of the Governor of the province?

A. I had a commission from Governor Folch, under the seal of the territory, and left it in Pensacola, with the papers of the house of John Forbes, & Co., in the year 1815: I do not know whether it ought or ought not to have been recorded.

Question by same. Was or was not Daniel Blue a subject of the king of Great Britain? Or was he, to your knowledge, a naturalized subject of Spain?

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A. He was a subject of the king of Great Britain, and, since the revolution, has resided in the United States with his family.

Question by same. Do you or do you not know that the said Daniel Blue was authorized by the Surveyor General of the province to make the survey of which you speak? And do you or do you not know that a Surveyor General of West Florida resided at the time in the province? If yea, what was his name?

A. I know he was not authorized by the Surveyor General. Pintado was the Surveyor General, and resided in the province at the time.

Question by the same. Do you or do you not know of so large a survey as the one in question, or any other survey, made, except by the authority of the Surveyor General of the province?

A. I do not know of any other.

Question by petitioners' solicitor. Do you not know that Charles Howard was acting Governor of West Florida for a short time, in 1807?

A. I know he was, for a short time, in the absence of the Governor.

Witness being shown, and having particularly examined, document No. 21 V, says, the signature thereto annexed, purporting to be that of Governor Folch, is genuine, to the best of his belief; and being shown, and having particularly examined, document No. 44 S S, says, that, although it has been a number of years since he saw Governor Salcedo's signature, he believes the signature and paraffes annexed to said document, purporting to be those of the said Salcedo, to be genuine. And further saith not.

Teste: JAMES S. LINN, *Clerk.*

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Juan Francisco Verry. The examination of Juan Francisco Verry, a witness, of lawful age, taken before the Clerk, in the Clerk's office of the Superior Court for the middle district of Florida, Leon county, on the 8th day of June, 1830, by consent of counsel, as well in behalf of the petitioners as the United States, to be read as evidence in a cause depending in said court, wherein Colin Mitchel and others are petitioners, and the United States defendants. Witness being duly sworn, deposeth and saith: That he is twenty-five years old, was born in Havana, Island of Cuba, which is now his place of residence; that he is acquainted with Francisco White, who resides in Havana; that he has known him from the year 1823 up to this time; that his occupation is translator and interpreter for private persons doing business in the public offices; that his practice as translator is not limited to any particular description of persons or documents; that he is employed by merchants and others, foreigners and native Spaniards, in translating Spanish documents into English, and English documents into Spanish; that he is employed by respectable merchants; that he is a man entitled to all credit, as a witness, in a court of justice.

Witness being shown, and having particularly examined, document No. 1 A, Leg K, saith, that he is acquainted with the signature and paraffe of Vincente Sebastian Pintado, not from having seen him write, but from having seen his signature and paraffe attached to public documents, letters, &c., and that he believes the signature and paraffe attached to said document to be those of the said V. S. Pintado. That he is well acquainted with the signatures and paraffes of Don Francisco Dionisio Vives, Captain General of Cuba, of Antonio M. de la Torre y Cardenas, of Pinillos, of Juan Nepom. de Arrocha, of Urrutia, and of Francisco Jose Corver, from

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having seen them write; and being shown, and having particularly examined, documents No. 2 B, No. 3 C, No. 4 D, No. 5 E, No. 6 F, No. 7 G, No. 8 H, No. 9 I, No. 10 K, No. 13 N, No. 14 O, No. 15 P, No. 16 Q, No. 17 R, No. 18 S, No. 19 T, No. 25 Z, No. 29 D D, and No. 37 L L, saith, he believes the signatures and paraffes annexed to said documents, purporting to be those of the said F. D. Vives, A. M. de la Torre y Cardenas, of Pinillos, J. N. de Arrocha, of Francisco Jose Corver, and of Urrutia, to be genuine.

Cross-examined by counsel for the United States. Saith: That he was sent here by Mr. Colin Mitchel, of Havana, to testify as to the character of Mr. White, and some signatures to the documents. That he has seen the said White occasionally under the influence of liquor, but never drunk; that he is in the habit of associating with Mr. White as an equal; that he does not know, nor did he ever hear, that Mr. White lodged or boarded at a house kept for the accommodation of mariners, sailors, &c., and that he acted in the capacity of an interpreter for such an establishment; that Mr. White is a married man, and lives with his family, at his own house. Witness having been shown, and particularly examined, documents X, Y, A A, and B B, saith, that he believes the signatures, paraffes, and coat of arms thereto annexed, and purporting to be those of Don Francisco Dionisio Vives, Captain General of Cuba, to be genuine. And further saith not.

Teste: JAMES S. LINN, *Clerk.*

And at another day, to wit, at a Superior Court held for the middle district of Florida, by adjournment, on Saturday, the 2d day of January, 1830, on motion of the District At-

torney, it is ordered that this cause be continued, for reasons assigned, and affidavit filed.

And at another day, to wit, on the twenty-second day of March, in the year last aforesaid, came the District Attorney, and filed his answer to the amended petition of the petitioners, which is as follows:

The answer of James G. Ringgold, District Attorney of the United States for the middle district of Florida, to the amended petition of Colin Mitchel and others, against the United States. The said attorney, for and in behalf of the United States, saving to himself in this behalf all manner of advantage and exception to the many errors and uncertainties in said petition contained, for answer thereunto admits, that the said petitioners have exhibited and filed, with their amended petition, Exhibits Nos. 42, 43, 44, and 45, purporting to be material to the claim of said petitioners; but the said attorney, in this behalf, denies the authenticity or genuineness of said exhibits, and calls upon the said petitioners to make full proof of their authenticity or genuineness. And the said attorney further alleges and avers, that the said petitioners admit, in their petitions, the ratification of the king of Spain was essential to the perfect confirmation of their title; that, by the act of the 23d of May, 1828, through which the said petitioners profess to claim the benefit of this court's jurisdiction, there is no provision of said act, nor in the Missouri act therein referred to, which imparts to this honorable court the power of deciding the claim of these petitioners; that the said acts only authorize this honorable court to determine and decide upon *existing titles*—but not to create a title, a power only incident to the sovereign will—anterior to the treaty under which these petitioners claim, and which can only be exercised by the United States succeeding to the sovereignty

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of Spain, under and in virtue of the treaty making peace. All of which matters the said attorney doth aver and plead, in bar of said petitioners' claim: and the said attorney, for and in this behalf, humbly prays to be hence dismissed, with his costs, &c.

JAMES G. RINGGOLD,
District Att'y U. S., Mid. Dist. Florida.

And at another day to wit, at a superior court held for the district aforesaid, on Saturday, the 15th day of May, in the year last aforesaid, the court doth order it to be certified, that it will proceed, on the third Monday of July next, to a hearing of this cause, all parties being ready for trial.

And at another day to wit, at a superior court held for the district aforesaid, on Tuesday, the 20th day of July, in the year last aforesaid, on motion of the counsel for the United States, Edward R. Gibson was this day appointed translator in this cause, whereupon he took the oath as such.

And at another day to wit, at the same court, continued and held on Wednesday, the 21st day of July, in the year last aforesaid, the counsel for the United States gave notice that they would examine Edmund Doyle on behalf of the United States to certain interrogatories, a copy of which was, at the same time, delivered to Joseph M. White, attorney for the petitioners. Thereupon the cause came on, and was partly heard on the petition, answer, and replication, exhibits, and examinations of witnesses, and is continued until to-morrow for a further hearing thereof.

The counsel for the United States objected to the reading of documents No. 1 A, Leg. K, No. 2 B, and No. 3 C, filed by the petitioners as evidence in this cause, on the ground

that they were copies not duly authenticated, and not originals, and not the best evidence the nature of the case admits; they were permitted by the court to be read subject to any objection which may be made to their competency or sufficiency.

And at another day, to wit, at the same court, continued and held on Thursday, the 22d day of July, in the year last aforesaid, this cause was this day further heard upon the petition, answer, and replication, exhibits, examinations of witnesses, and argument of counsel, and is continued until to-morrow, for a further hearing thereof. It is agreed by the Counsel in this case, that the various conveyances from the grantees to the petitioners shall remain on file in this court, and that an abstract only of them shall be incorporated in the record to be sent to the Supreme Court. It is further agreed that the reports of the Spanish authorities, purporting to contain a list of the titles and grants in the Floridas, forwarded by the Spanish Government to the Department of State, and sent to the Counsel for the United States, and proved in court, be withdrawn, and that the translation of so much thereof as relates to the title in the above case, marked exhibit D D, filed 22d July, 1830, be substituted, to have the same effect as if the original was copied in the record.

And at another day, to wit, at the same court, continued and held on Friday, the 23d of July, in the year last aforesaid, this cause was further heard upon the petition, answer, and replication, exhibits, examinations of witnesses, and arguments of counsel, and is continued until to-morrow, for a further hearing thereof.

And at another day, to wit, at the same court, continued and held on Saturday, the 24th day of July, in the year last aforesaid, this cause was further heard upon the petition, answer, and replication, exhibits, examinations of witnesses,

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and arguments of counsel, and is continued until Monday next, for a further hearing thereof.

And at another day, to wit, at the same court, continued and held on Tuesday, the 27th day of July, in the year last aforesaid, this cause was further heard upon the petition, answer, and replication, exhibits, examinations of witnesses, and argument of counsel, and is continued until to-morrow, for a further hearing thereof.

And at another day, to wit, at the same court, continued and held on Wednesday, the 28th day of July, in the year last aforesaid, this cause was further heard upon the petition, answer, replication, exhibits, examinations of witnesses, and argument of counsel, and is continued until to-morrow, for a further hearing thereof.

And at another day, to wit, at the same court, continued and held on Thursday, the 29th day of July, in the year last aforesaid, this cause was further heard upon the petition, answer, and replication, exhibits, examination of witnesses, and arguments of counsel, and is continued until to-morrow, for a further hearing thereof.

And at another day, to wit, at the same court, continued and held on Friday, the 30th day of July, in the year last aforesaid, this cause was fully heard upon the petition, answer, and replication, exhibits, examination of witnesses, and argument of counsel; but because the court is not yet advised of its decree to be pronounced, in the premises, time is taken to consider thereof.

The following papers were filed after the trial, but before the decree was pronounced, with the assent of the counsel for the United States.

To the Honorable Judge of the Superior Court of the middle district of Florida: The counsel for the petitioners, in the

case of Colin Mitchel and others vs. the United States, prays leave to present the Spanish copy of the petition of John Forbes to the Captain General of Cuba, with the proceedings thereon, which is a part of the documents referred to in the petition as those constituting the proceedings before the commissioners, marked A, No. 1, and is the Spanish part of the proceedings copied in extenso in the petition in English, of which there is also a translation made by the commissioners, and read in evidence upon the trial; and also another certified copy filed by the petitioners, certified by the secretary of the commissioners, of which the counsel of the U. States have had a copy. This document, although duly certified by the keeper of the public archives, and made an exhibit, was overlooked at the time, and is now offered only as the Spanish copy of a duly authenticated copy offered in evidence, which the counsel of the petitioners now prays may accompany the same.

JOS. M. WHITE,

August 9, 1830. *Solicitor for Petitioners.*

DOCUMENT No. 2.

Excelentisimo Señor: Don Juan Forbes, residente en esta playa, socio y director de la casa de Forbes y Compañia, establesida en las dos Floridas, en virtud de real permiso, ante V. E. del modo mas conforme dice; què posée en pleno dominio las tierras que ocupan y de que eran Dueños los Indios de la tribu Simanoles en el districto de Apalache y Apalachicola, las mismas que le cedieron y vendieron los Gifes y hombres principales de Aquella Casta en justo pago de las dendas que tenian contrahidas y los robos que cometieron sobre los almacenes pertenirentes a su sociedad que terrian establesidas en el reimdario de San Marcos para Cruja ad ginsision ó transitu de dominio obtubo el competente permiso del Señor Don Vicente

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Folch y Juan, Siendo Governador politico y militar de la Florida occidental, corno lo convence el decreto expedido en Pensacola con fha de siete de enero, de mil ochocientos quatro, y el titulo de confirmacion que se libro de la Mobile en tres de Diciembre de mil ochocientos seis, *sin otra restriccion que lo de no poder disponer de las tierras sin conocimiento y anuencia del Gobierno;* segun lo vera V. E. mas por menor en los documentos que ritualmente acompaña y jura. Posterior a ceto los Indios Crikes vajos y Semanoles en atencion á los interesantes servicior y particulares consideraciones con que la casa del exponente los trató desde el año de mil setecientos ocheuta y inno que se establecieron en la Provincia bajo el nombre de Panton, Leslie, y Compañia, le transmetieron con los mismos actos requisitos y solemnidades que las primeras, una isla que les pertenecia como de siete millas de largo y mia ó mas de ancho, situada en el rio de Appalachicola, frente al Almacen ó factoria que en aquella epoca existia alli; y dos liensas de tierras limitrofes lindando por una parte con el rio Appalachicola en el termino de la tierra y a cedida inchyendo sus islas hasta Hegar al Arroyo nombrado de Aguas dulce conforme a las masas que para darle la posecion real, actual, corporal, n'el quasi de todas las tierras formó el Agrimensor General por S. M. de la citada provincia y teniendo determinado enagenar la mayor parte de ellas en favor de Don Colin Mitchel, vecino y del comercio de esta ciudad por no hallarse el que reclama con facultades capa de cultivarlas evitando de este modo que subsistan y ermas sui producir nada en favor del real Erario y del bien publico: Ocurro á V. E. pura que como Capitan General de las dos Floridas y en uso de las altas facultades consedidas a su empleo se sirva permitirle las enagenar en los terminos que tiene convenidos con el citado Mitchel y que en

adelante convenga con otra ú otras personas á cuyo logro. A. V. E. ruega implora y suplica que en merito de los documentos a que se contrahe y dunas expuesto se sirva concederle la lisensia que solicita. Habana, y Octubre nueva, de mil ochocientos dies y siete.

JUAN FORBES.

Habana, y Octubre nueva, de mil ochocientos nueve Pase al Señor Asesor General para que me consulte.

CIENFUEGOS.

Excelentisimo Señor: Transmitido el dominio per titulo honoraso como lo esta legalmente a la casa de Don Juan Forbes y Compañia, establecida en las dos Floridas en virtud de real permiso, de las tierras que ocupan los Indios de a tribu Semanol, en el distrícto de Apalache y Apalachicola, y por los Crikes vajos y Semanoles el de la isla que les pertenecia como de siete millas de largo y uno ó nias de ancho y dos liensos de tierra limitrofes para cuya adquisicion dis la competente licensia el Señor Brigadier Dn. Vincente Folch, y Juan, viendo Governador politico, y militar, de la Florida occidental, librando posteriormente titulos de confirmacion en favor de los compradores no hay embaraso en que V. E. en uso de las facultades que le competen permita las enaganaciones que se proponen en que esta designado Don Colin Mitchel, del comercio de esta plaza y en quien concurren todas las cualidades necessarias para poder obtenir las debienda incerta en la escritura translacion de dominio testimonio de los mencionados titulos de confirmacion y de este dictamen, si V. E. se conforma con el. Habana, y Octubre trea, de mil ochocientos dies y siete. Ex. Señor.

LEONARDO DEL MONTE.

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Habana, y Octubre trea, de mil ochocientos dies y siete. A conformidad del dictamen que anteceda del Señor Asesor General, permito la enagenacion de la tierras que solicita, Don Juan Forbes, en que esta designado con la mayor parte de ellas Don Colin Mitchel, formandose las escrituras con las incersiones que en la citada consulta se propone.

CIENFUEGOS.

Es conforme a sus originales que quedan en el expediente del asiento á que me remito, y en virtud de lo mandado pongo el presente. Habana, y Marzo 26, de 1819.

MIGUEL MENDEZ. [SEAL.]

Damosfe que Don Miguel Mendez, de quien el testimonio que antecede parece signado y finado es Escribano teniente del mayor de Govierno y Cabildo, como se titula, fiel legal y du confiansa usa y exerce con general aprobacion su oficio y a sus semejantes siempre se les hadado y da entera fé y credito en ambas juicios y de expedimento de parte damos la presente sellada con el consedido a nuestro real colegio Habana, fha ut supra.

JOSE DE SALINAS JUAN MARTINAS.
CAYETANO PONTON.

I, Joseph E. Caro, Keeper of the Public Archives of West Florida, duly qualified and commissioned by the President of the United States of America, do hereby certify the foregoing four pages to contain a full and complete transcript of the records now on file in the office of the keeper of said archives.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said office, at the city of Pensacola, on this sixth day of October, in the year 1828.

[L. s.] JOSEPH E. CARO,
Keeper of the Public Archives.

I, Joseph E. Caro, Keeper of the Public Archives of West Florida, duly qualified and commissioned by the President of the United States of America, do hereby certify, that Don Vincente Folch y Juan was Governor of this Province during the years 1811, and part of 1812, and for many years anterior thereto, in continuity. That he had his permanent residence in the town of Pensacola, from the 1st of January to the 29th August, 1811, for some time after which period the Governors, ad interim, signed under his authority, "en su auseniza," all which appears from the protocol now on file in my office.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, in the city of Pensacola, this 24th day of August, 1830.

[L. s.] JOSEPH E. CARO.

And now, at this day, to wit, at the day and year first herein mentioned, to wit, at a Superior Court, continued and held for the Middle District of Florida, at the city of Tallahassee, on Tuesday, the 2d day of November, in the year 1830, the following decree was pronounced:

DECREE.

And this cause thus standing ready in court for a hearing, a day was by this court appointed, by consent of parties, for the hearing thereof, on which day, being the 22d of July, 1830, the said cause coming on to be heard, present, the Dis-

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trict Attorney, R. K. Call, and Richard C. Allen, on behalf of the United States, and Joseph White on the behalf and on the part of the petitioners, on the said last mentioned day, and several successive days, the said cause was heard on the petition, answer, exhibits, and other proofs taken and filed in this cause, and was debated by counsel, and after hearing what could be alleged on both sides, the court took time to advise on the same; and now having fully and maturely considered the several matters and things contained in the said petition, answer, and exhibits, and it appearing to the court that by virtue of the 6th section of the act of Congress, entitled an act supplementary to the several acts providing for the settlement and confirmation of private land claims in Florida, this court is authorized to receive and adjudicate certain claims to land in Florida, embraced by the treaty between Spain and the United States, of the 22d of February, 1819. That, by the terms of said treaty, the grants of land to be ratified and confirmed by the United States are grants of land made by his Catholic Majesty, or by his lawful authorities, and to be ratified and confirmed to the same extent that the same grants would be valid, if the territories had remained under the dominion of his Catholic Majesty. And it appearing to the court that the claim to land in the present petition is founded on a purchase from certain tribes of Indians, of a large tract of vacant and uncultivated land, lying mostly in East Florida, made between the years 1804 and 1811, by the houses of Panton, Leslie, & Co. and John Forbes & Co., through whom the petitioners claim by assignment, that certain deeds of sale and cession were executed by the said Indians to the said grantees, with the consent and approbation of Don Vincente Folch y Juan, Civil and Military Commandant of Pensacola, which officer also made and exe-

cuted deeds of confirmation of the same: and it appearing to the court that, by the general tenor and provisions of the laws of Spain, and particularly by law 14, title 12, book 4, of the Collection of the Laws of the Indies, the Kings of Spain claimed and held the dominion and property over all the waste lands and soil of their American colonies, of which character was the land now in controversy, previous to the Indian sales now in evidence: and it appearing to the court, that the Indians had not, by virtue of any title recognised to belong to them by Spain, such an interest or estate in the lands as enabled them to sell and convey it away to these petitioners in full property, in defeasance of the right of Spain, that, therefore, the grant by deeds of sale from the Indians, attempted to be made, conveyed no valid or legal title to the original grantees, either under the forms of the treaty of 22d February, 1819, or independently of said treaty, but was null and void. And it appearing that no grant has been shown of the lands claimed by the King of Spain, and that the acts and things done or executed by Governor Folch, of Pensacola, and by the authorities of Cuba, in relation to the said purchase from the said Indians, and to the deeds made in pursuance thereof, if designed to operate by way of confirmation on said deeds of sale, were ineffectual to render those deeds valid and legal, or to confirm the titles they pretended to convey, they being titles unknown to the laws of Spain: that if designed to convey a substantial grant or concession of lands to the original parties, they were invalid, illegal, and ineffectual, in this, for that the pretended grant was made without any legal or sufficient consideration, was made without regard to, or observance of, the provisions of the laws and ordinances of Spain applicable to grants and concessions of lands, and particularly of the royal ordinance of 15th October, 1754, and

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of the laws of the Indies, to which it refers, and for that they were the acts and doings of persons not authorized to grant and distribute lands under the royal order of 22d of October, 1798, which then constituted the law in relation to the granting and distributing all kinds of lands in West Florida. And it moreover appearing to the court that these petitioners have altogether failed to establish that the land claimed in their petition was by grant made by his Catholic Majesty, or his lawful authorities, and was such a grant as would be valid if the territories had remained under the dominion of his Catholic Majesty, whereupon the court doth think fit, and so order and decree, and accordingly it is this —— day of ——— by this superior court of the United States for the District of Middle Florida, and by the power and authority of the same, ordered, adjudged, and decreed, that the claim to the land and premises in the petition mentioned and sued for, be held and be invalid and illegal, and the said petition dismissed. And it further appearing to the court that the claim of the petitioners to the land and premises in the petition mentioned has been of long standing and of general notoriety, and so far respected by the United States, that the lands late in controversy have been held unappropriated, to abide a final decision of the claim; and that, until the passage of the act of Congress of the 23d May, 1828, before cited, the petitioners were withheld from asserting their claim before any tribunal competent to decide it; and for that a reference of the claim to a court competent to adjudicate it may be considered in the nature of an amicable suit between parties, in the decision of which each is equally interested, and in which it would, therefore, be inequitable to lay the whole costs on one party; it is thereupon further ordered, adjudged, and decreed, that the parties respectively pay their own costs and

charges in and about the prosecution and defence of this suit incurred.

At the time of pronouncing the above decree, the Court delivered the following opinion, viz:

This is a petition preferred under the act of Congress of the 23d May, 1828, which authorizes this court to receive and adjudicate certain claims to land embraced by the treaty between Spain and the United States, of the 22d February, 1819.

The petition sets forth that Colin Mitchel, Robert Mitchel, in his own right, and as assignee of the estate and effects of the late mercantile house of Carnochan and Mitchel, and as trustee for the creditors of the said firm, and also Richard Carnochan, William Calder, Benjamin Marshal, Benjamin W. Rogers, John P. Williamson, the heirs and legal representatives of John McNish, deceased, and James Innerarity, "have a claim to a greater quantity of land than the United States' commissioners were authorized to decide, and which has not been settled under the provisions of the act supplementary to the several acts providing for the settlement and confirmation of private land claims in Florida, which said claim was presented in pursuance of the provisions of an act of Congress for ascertaining claims and titles to lands in the territory of Florida, to the commissioners, and was by them reported to the Secretary of the Treasury, in conformity with law, and by him submitted to Congress; that the said claim has not been annulled by the treaty of 22d February, 1819, nor by the decree of the King of Spain, ratifying the same, and it is not reported by the land commissioners as either antedated or forged."

The foregoing averments in the petition are made in conformity with the provisions of the 6th section of the said act of the 23d May, 1828, and the facts therein asserted are ne-

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cessary to be proved, to bring the case within the jurisdiction of this court.

The petition then sets forth the boundaries of the said claim, as follows: (including the two purchases of Panton, Leslie, & Co., and their successors, John Forbes & Co.) "On the south by the sea coast, from the mouth of the river St. Mark's to the west end of St. Vincent's island, and running N. 40° E. 1¾ miles, to a pine tree marked with a cross; thence, N. 30° E., 100 chains, to another pine tree marked; thence, N. 72° E., 1,280 chains, to two cypress trees marked, and on the south margin of lake Wimico, three miles from the mouth of the same; thence, down the said lake, and up the river Appalachicola, including the islands thereof, to the mouth of Sweet Water creek; thence, up the said creek to its head; thence, northeastwardly, to where it strikes the old line of the first cession; thence, eastwardly, on the old line, by McCall's bridge, and onwards to where it strikes the river Ocklockny, below Murray's ferry; thence, southeastwardly, 5½ miles, to a pine tree marked with a cross; thence, S. 80° E., 32 chains, to a pine tree similarly marked; thence, S. 68° E., $1{,}257\frac{51}{100}$ chains, to an oak tree marked with a cross, at the west bank of the river St. Mark's, at a short distance above the place where the said river flows under ground; thence, through the woods, to where the said river emerges again; and thence, down the middle of said river, to the sea, at the place of beginning, including St. Vincent's island, and all the islands adjacent, supposed to contain about 1,250,000 acres;" of which (the petition adds) a small part only is of any value.

The petitioners then submit a number of original and other documents, marked and numbered from 1 A, to 35 G G, with a description of each, and which are filed as exhibits in the cause. The petition then sets forth the proceedings which

took place at Havana, in the island of Cuba, on the petition of the house of John Forbes & Co. to the Captain General of the said island, (Cienfuegos,) to be allowed to alienate the lands contained in said claim to Colin Mitchel, one of the petitioners, which, by a decree of the Captain General, after a reference to the Assessor General for his opinion, was allowed in October, 1827.

The petition then proceeds to state, in support of the justice and legality of the claim, the following facts and reasons, as exhibited and proved by the evidence therewith filed, or to be subsequently adduced: that the house of John Forbes & Co. was established in Florida previous to the year 1785, and from that time to the year 1807, a period of 22 years, was continued under the successive firms of William Panton, Panton, Leslie, & Co., and John Forbes & Co.: that the said house was a mercantile one, engaged for the above period in the trade with the Indians, and under special license and protection of the King of Spain, and was entitled to indemnity from that Government for any losses sustained.

That the said house did, between the years 1804 and 1811, inclusive, and with the privity and consent of the Spanish Governor of West Florida, (Folch,) and for a good consideration, purchase from the Seminole and Lower Creek Indians all the right of them, the Indians, to the said lands.

That the purchase so made was approved of by the Governors General of Louisiana, (Gayoso and Casa Calvo,) in the first place, and in the next by the Captain General of Cuba, (Cienfuegos.)

That the foregoing facts are set forth and confirmed by the land commissioners, excepting as to the establishment of the said house so early as 1785, but which is, nevertheless, matter of notoriety.

That the Indians had the right to convey the said lands, for that they were the original possessors, and possession was guarantied to them by the treaty of 1784 and other treaties, of which certified copies, together with other evidence of the royal approbation, will be exhibited. That Governor Folch, in confirming the said sale, acted within the legitimate boundary of his jurisdiction. That Governor Folch had power to confirm the said sale is shown in the Spanish laws, in the 12th provision of the royal regulation of 1754; and the power of the Governors to sell and compromise for the lands and uncultivated parts of his dominions, is further shown in said law of 1754, which commits this power to the Intendants and their subdelegates.

That the Captains General had power to grant and confirm lands is shown by the unvaried and confident appeals of the commissioners to the practice of "Governor General Morales, and the authority of his regulations." The petition then proceeds to urge the following considerations, as tending to show the validity of this claim by the tacit recognition of the Spanish Crown, which is, that it was the duty of Intendants and Governors, at the expiration of their terms of service, to render an account of their administrations. That the conduct of the officers who sanctioned this grant to Forbes & Co. was not impeached, although 21 years had elapsed since they acted on its confirmation. That, with few or no exceptions, all the titles held by individuals to lands in Louisiana and the Floridas, were consummated by the Governors and Captains General; and they submit, that a practice, thus general, could not, by any construction, be deemed to be unlawful; and that their title, having been consummated by all the requisitions of the royal will, is guarantied to be held on the same footing by the United States, by the eighth article of

the treaty with Spain of the 22d February, 1819. That the reserves mentioned in the act of sale from John Forbes & Co. were transferred by permission of the Spanish tribunals, by which their validity was recognised, and that the claimants to the said reserves, as well as to the whole claim, and their tenants, have been in the undisturbed possession of the same from the period of the first sale until the treaty aforesaid under the Spanish Government, and from that date until the present time under the Government of the United States. That their possession and title have been so far respected by the latter Government, that instructions were issued to the surveyor and to the register and receiver not to survey or sell any portion of the same until the right could be ascertained; and they further represent, that they are not apprised that any of the land claimed by them is held by title adverse to their own, unless it be a few sections or portions sold by the United States, without a knowledge of the boundaries of the same.

The petitioners conclude by praying that the validity of their claim may be inquired into, and confirmed, &c. This petition was presented on the 18th October, 1828; and on the 15th August, 1829, an amended petition was filed, the only object of which was to present some additional documents and evidence as exhibits in this cause; these are numbered 42, 43, 44, and 45.

The answer of the United States by the district attorney, filed the 20th June, 1829, undertakes to present full and detailed answers to every material fact and allegation contained in the petition and exhibits. It states in substance as follows: After denying that the claim derived any countenance or support from the report of the land commissioners, which, on the contrary, it avers was opposed to the claim, or that Congress have given any further sanction to or recognition of it,

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than by referring it to this court to decide it; and contending that the United States have now a right to say what Spain could have said, it denies that the mercantile house of Panton, Leslie, & Co., or John Forbes, had a just and equitable claim on the Spanish Government, growing out of the alleged robberies, losses, and accidents in their trade with the Indians. It also denies any responsibility or obligation, express or implied, on the part of Spain, to indemnify these houses against losses from debts due by Indians or Indian traders, although (as it avers) unceasing efforts were made by these houses, from the year 1792 to the treaty of 1819, to impose upon certain officers of that Government a belief and recognition of such claim against the sovereign. That the licenses obtained by these houses from the British Government in the first instance, and from that of Spain after the retrocession to the latter of these provinces, were to be considered as royal favors granting valuable and exclusive privileges, and not as subjecting these Governments to responsibilities and obligations to an indefinite extent for losses incident to traders. That the houses pursued the trade subject to all the risk incident to it, and that the agents of Spain had no authority to subject that Government to any such responsibility; and that any acknowledgment or attempts to create such liability (if any such were made, which the respondents deny) were utterly null and void. The answer also avers, that the accounts and demands, both against the Indian and Spanish Government, are neither just nor true.

As to the Indian titles to land generally, the answer avers, that the Indians had a mere possessory interest in the lands they occupied, a mere privilege of hunting, raising stock, &c., and that they never have been considered as the absolute "fee simple" proprietors of the soil, with the power of selling and

disposing of the ultimate dominion and property, since the occupation and settlement of their country by European nations. That, in this view of their rights, Great Britain, Spain, and the United States, have concurred with little variation of principle, so that it has become, by general recognition, a principle of the law of nations, applicable to the Indian tribes of Louisiana and Florida, and of North America generally.

It further avers, that the lands in the petition claimed did not lie in any tract of country laid out and allotted to any particular tribe of Indians, and more especially was it not so allotted or belonging to the Seminole or Lower Creeks. That it may have been, and was, the hunting ground of several tribes to the respondents unknown, and used in common, but not claimed by any one in particular; that it was so used both before and after the supposed purchases by these petitioners; and it is expressly denied that the grantees ever had possession of said land, except as they were permitted to establish one or two trading houses on the land, for the purpose of carrying on their traffic with the Indians, but not to the exclusion of the said Indians. The answer then denies the execution of the several deeds of cession by the Indians, whose names purport to be signed by them, but avers that if executed at all they were obtained by fraud and imposition, and without any good and valuable consideration, and without any such consideration as is alleged in the petition; and being against the general policy of the Spanish Government, contrary to the provisions of their laws, and to the prejudice of the rights of the Indians, they could convey no valid title to the grantees. It further charges that the survey of said lands was fraudulently made, by running in fact lines round, and leaving out Indian settlements, but including such settlements in the plats and pretended title papers. It further states, that

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the several Indians whose names are affixed to the said deeds of cession never were, at any time, head men and chiefs of their respective tribes to which they are therein stated to belong, but were merely outcasts from several tribes, and were never authorized and delegated by any tribe or nation of Indians to make such sale or transfer as these petitioners pretend, and that all such deeds of cession or sale were, for that reason, null and void, even as respected the Indians themselves; and further, that the Indians, whose names are signed to the said supposed grants, resided at the time north of the 31st degree of latitude, and within the limits of the United States, and "that there are few or none of the names of Florida Indians signed thereto, and particularly of those residing in East Florida."

The answer then disclaims all knowledge as to the signing and presentation by James Innerarity, agent of the house of Panton, Leslie, & Co., of the petition to the Governor General, dated Pensacola, 5th January, 1804, which is filed amongst the papers, as likewise whether said Innerarity was the agent of the said house, and asks full proof of these facts; and it remarks that one great consideration and inducement held forth in said petition to the Governor, and the only beneficial and legitimate one, to wit, the population and cultivation of the land never has been realized, or even attempted to be fulfilled by the said house, but that, up to the period of the transfer of the territory to the United States, the said land remained a wilderness as before the pretended grant, the common hunting ground of the Indians. That the said pretended grantees, or their successors and assigns, having never paid any pecuniary consideration to the Spanish treasury, having never performed any condition of settlement and cultivation, as promised in the said petition, and as was required by the laws of Spain,

the grant became even under that Goverment forfeited and void. They also urge that, at the date of the treaty of cession from Spain to the United States, the pretended grantees, or those claiming under them, had not possession of the land claimed, and that their claim is not therefore subject to be ratified and confirmed under the terms of the 8th article of that treaty. The answer does not admit that Vincente Folch was Governor of West Florida, or that Ignacio Balderas was Commandant of St. Mark's at the time of the execution of those pretended deeds, and requires full proof, and denies that the first had any authority to verify their execution, or to confirm them, but contends that if they were void originally as Indian grants or sales, they were not susceptible of confirmation. It also denies that the deeds have been duly registered and recorded as required by the laws of Spain, and asserts that no survey of said lands was made out or recorded by any authorized surveyor at any time. It further avers, that the boundaries described in the said deeds of sale contain about 2,000,000 of acres of land, worth about $5,000,000, and therefore contends that no power less than that of the King of Spain was competent to make so large a grant. That the power asserted by Governor Folch is repugnant to the provisions of the general code of Spanish laws governing the Indies, and is in contravention of the regulations of O'Reilly of 1770, of Gayoso of 1797, and of Morales of 1799, and subversive of the policy and objects of the Spanish Government, which were to concede the royal lands in limited quantities to actual settlers, and not to transfer them in large tracts to merchants and others for the purposes of speculation. It further alleges that all the members of the firm of Panton, Leslie, & Co. were dead before any of the cessions of land were made by the Indians, and before any of the pretended

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confirmations by Spanish officers. That the members of the said firms lived and died in foreign countries, out of the dependencies of Spain, and having no heirs at law or legal representatives living under the Spanish Government, and that if any of the members of the firm had at any time an interest in the grant, that interest escheated to the Government. It further denies that the firm of Forbes & Co. were the legal successors of the house of Panton, Leslie, & Co., but avers that they were separate and distinct firms, formed by special contract, and not by any necessary succession the one from the other, and that, by the laws of Spain, the original supposed grantees were incapable of receiving or transmitting lands.

The answer denies that the 12th article of the royal regulation of 1754, or any other provision of that regulation, does, as is asserted, justify the power attempted to be exercised by Governor Folch, or was designed to confer so ample a power upon a mere subordinate officer, acting on his own unassisted and unadvised judgment; and without admitting the fact of the license to alienate by the Captain General of Cuba, with the advice of the assessor general, it denies the effect of such license, if given to confirm and give validity to this claim, thus void in its inception. The answer further avers, that, at the date of the supposed Indian sales, Don Ventura Morales, the Intendant of West Florida, was then living at Mobile and Pensacola, in the regular discharge of his duties as Intendant. That to his office belonged all grants or concessions of all kinds of lands; and that in the present case no application was made to him, nor by him was there made any recognition of this claim to lands. It then refers to the proclamation of the King of Great Britain of the year 1763, dividing Florida into two provinces, East and West, the river Appalachicola being the boundary between them, and avers that the

provinces thus divided, and under the names of East and West Florida, were, by Great Britain, retroceded to Spain in 1783; and, with such division and boundary unchanged, remained possessed by Spain to the period of transfer to the United States. That this continued separation of Florida into two distinct provinces, since its re-annexation to the Crown of Spain in 1783, is evinced by uniform and repeated acts of the Government, concluding with the final act of its surrender to the United States by Governor Callava; by the terms of which act the post of St. Mark's was surrendered as a distinct possession and territory from that of West Florida. That while so possessed by Spain, there were uniformly separate Governors for each, and for a long period the said provinces depended upon different Captaincies General, or superior political Governments. That the extensive tract of land covered by these pretended grants, with the exception of a small comparative portion near the mouth of the river Appalachicola, lies to the east of said river, and within the province of East Florida, and not in West Florida, and that the Governor of the latter province had no power whatever to grant lands in the former; and that consequently, his acts, assuming such power, were absolutely null and void.

It further states, as a matter of history and general notoriety, that, at the confluence of the rivers Wachulla and St. Mark's, and on the west bank of the latter, from a period long anterior to the date of these pretended grants, and down to the time of the cession of the Floridas to the United States, there had been established, kept up, and garrisoned, at great expense, by the King of Spain, and for the defence of the country, a permanent military post and fortress; and yet, by the terms of this pretended Indian sale and confirmation by Governor Folch, said fortress and the lands it covered were

conveyed and granted to these individuals not even possessing the character of Spanish subjects!—an act so manifestly extravagant and unjustifiable as (in the opinion of the respondents) could only have had its origin in gross ignorance of duty, or in a worse motive on the part of this Spanish officer. That although it may be true that the post at St. Mark's was to a certain extent subject to and dependent upon the Government at Pensacola, yet the dependence merely arose out of a military connexion from circumstances of conveniency in furnishing supplies to the former, and was limited to the consequences of such a military subordination simply without deranging the pre-established functions of the fiscal departments of the respective provinces. The answer then adverts to the claim preferred in the name of the same grantees, John Forbes, & Co., or their assignees, before the Land Commissioners of the United States for another large grant of land west of the river Appalachicola, under a concession of the Captain General of Cuba, which the respondents contend was applied for, and granted in lieu and satisfaction of the former claim, (the one now before the court,) and from a full knowledge of all the parties concerned that such former claim was null and void.

It then denies that the present claim ever did receive the sanction of the King of Spain, and contends, that, owing to the distracted and perplexed condition of the Spanish monarchy during all this period, the unsettled and critical situation of these provinces, their remote situation, and the distant responsibility of their officers, no fair presumption can arise that the King of Spain received any information of these transactions.

Finally, the answer states the claim and title of the United States to the land in controversy to be founded on the ces-

sion made by Spain in the treaty of 22d February, 1819, of both provinces, &c., together with all the "vacant lands" therein, and under and in virtue of treaties made with the Florida Indians; and it concludes with a general denial of all the facts asserted in the petition and exhibits, not particularly answered; and of all the inferences and deductions made therefrom, and requires full proof, &c.

Besides the answer just referred to, the attorney for the United States, on the 22d March, 1830, filed an answer to the annexed petition, wherein, after denying the authenticity and genuineness of the additional exhibits filed, it concludes with a suggestion in the nature of a plea to the jurisdiction of the court, although the conclusion is in the form of a plea in bar. Whatever may be the form of the plea, the ground or subject matter of it is not very clearly stated; but so far as it is understood, it presents the question, whether the claim as it is set forth in the petition is embraced in the terms of the treaty of Feb. 22, 1819, and of the acts of Congress made in fulfilment of its provisions. This is a question necessarily involved in the merits of the controversy, and to be decided upon a final hearing of the case. The petition sets out by distinct averment all the preliminary facts and conditions which are necessary to entitle the claim to be received and adjudicated by this court, and these facts not being denied in the answer, the case is properly before the court in virtue of the act of Congress; and whether there be "an existing title" or not in the terms of the plea, or such a claim as is "embraced by the treaty" in the terms of the act of Congress of 23d May, 1828, will depend upon the force and effect of the evidences of title adduced. These evidences I shall now proceed to investigate.

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The first point of inquiry is, whether the several deeds of sale and cession by the Indians are proved to be genuine. Whether the Indians whose names purport to be signed to them did, in fact, sign and execute them in the mode and for the purposes therein set forth, and convey their interest in the lands, whatever may have been the nature and extent of that interest. As this fact is traversed in the answer, it is proper that it should be distinctly noticed, although it is believed that a very few remarks will suffice on that point.

While the only evidence of the transaction filed in court consisted of the "testimonios," or copies of the original documents, although duly authenticated and proved, some doubt of their genuineness or fairness might naturally exist. The claim is of a character somewhat novel, and involves a very large amount of property. The long period of time which has elapsed since its origin, the remoteness of the territory in which it took its rise from the superior Government of Spain, the political commotions and revolutions through which both the parent nation and its dependencies had passed, all concurred to excite the suspicion of fraud, because the circumstances tended to invite as well as to facilitate the means of fraud. But now the "expedientes" or original records or documents have been obtained from Cuba, on the requisition of the Government of the United States, through a commissioned agent, and are actually filed in the cause. These being found to correspond in every particular with the copies heretofore exhibited to the Land Commissioners of the United States, as well as with those filed by petitioners in this court, one great cause of doubt and suspicion has been thereby removed. Moreover, they bear upon their face every mark of authenticity and fairness, *so far, at least, as the Indian deeds are concerned.* These being at present the only

subjects of inquiry, I shall postpone for a time some objections to the genuineness of one of the documents of the first "expediente," which I only advert to now for the purpose of qualifying the generality of the above admission. That these deeds were actually signed and executed by the Indians whose names appear as parties therein, and in the mode and under the circumstances therein expressed, may now, I think, be safely assumed. Indeed, though the fact was denied in the answer, it seems to have been conceded in the argument. The evidences of the sale of 1806, so far as relates to the deeds and acts of the Indians, consist of the following documents, a brief abstract of which I propose to make.

First, an original deed in the English language, executed at the town of Chickatalofa, on the 26th May, 1804, and signed by 24 chiefs and head men of the Seminoles, and of various tribes of the Lower Creeks. This deed purports to cede, grant, and sell, to the house of Panton, Leslie, & Co. in consideration of certain debts therein stated to be due by the grantors, and in remuneration of certain robberies committed on the stores of said house, for which the Indians acknowledge themselves to be responsible, a large tract of land in full property, the boundaries of which are therein set forth. But, as the boundaries and limits of this grant, taken in connexion with that made by the Indians in the year of 1811, to the house of John Forbes, & Co., coincide with the boundaries and limits of the land described and claimed in the petition which I have already copied, it will be unnecessary here to repeat them. This deed purports to be executed in the presence of William Hambly, interpreter. On the same paper appears an original certificate, in Spanish, of Don Vincente Folch y Juan, Colonel of the royal armies, civil and military Governor of West Florida, &c. &c. bearing date Pensacola, 22d June, 1804,

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and countersigned by the Secretary of the Government, Francisco Morejon, which testifies that the above signed chiefs of the Seminole nation appeared before him on the 20th June same year, and, amongst other things, told him that one of their reasons for coming there was to declare that they had ceded the land above described in the foregoing deed, and that the same was done with the knowledge of their nation, in its name, and for the consideration expressed therein. Then follows an original deed of confirmation, also in English, executed at Achacweithle bluff, on the Appalachicola, and dated 22d August, 1804. This deed is signed by 34 Indian chiefs and head men of the Lower Creeks and Seminole nations, and, after fully reciting the deed of 25th May, 1804, proceeds to declare, that James Innerarity, one of the partners of the house of Panton, Leslie, & Co. having come on to take possession under said deed, had called an assembly of the chiefs of those nations for that purpose, and that they, the undersigned chiefs and head men, being met in full assembly, do thereby unanimously agree to, and solemnly confirm the above recited grant and cession of land, with the only difference of changing some of the boundaries, and enlarging its extent. This deed is witnessed by William Hambly, and Thomas Millar, interpreter. Then follows (beginning on the same paper with the deed) an original certificate of Governor Folch, in Spanish, given at Pensacola the 5th December, 1804, countersigned by Francisco Morejon, Secretary of the Government. This certifies "that at a grand assembly of the Tallapoose and Seminole nations, held in this place on the 3d December of this year, the peaceable King or Hopoithle Mico, the principal orator of the assembly, declared to me, that, with the general consent of their nation, they had confirmed the cession of lands made in the month of May last to the house of Pan-

ton, Leslie, & Co. with the limits expressed in the preceding act of confirmation, and for the consideration of the debts due, and robberies committed, as in the deeds expressed, and that they had put in the possession of the lands Don James Innerarity, in the name of the said house, to which they ceded for ever all their rights, &c. according to the tenor of the preceding act, signed at Achacweithle, 22d August, 1804." Next follows a deed bearing date, St. Mark's de Appalachie, 2d August, 1806, signed by thirteen chiefs of the same Indian nations, in the presence of Ignacio Balderas, Commandant of that post, of Thomas Millar, interpreter, and of various other witnesses, who also signed it. This deed, after reciting all the antecedent Indian deeds and acts of the Spanish Governor certifying to the same, declares as follows: "That the undersigned kings, chiefs, and warriors, appointed by the abovementioned nations and our own towns, at the instance of the said James Innerarity, have accompanied him on the said line, which we have well explored and ascertained, according to the orders of the councils of Achacweithle and Pensacola;" and then sets out in detail all the lines and marks, which it will not be necessary here to repeat. The execution of this deed is certified to by the Commandant Balderas and the assisting witnesses. It may be proper here to remark, in reference to the above Indian deeds, as well as to those in the "expediente" of the year 1811, hereafter to be noticed, that there are no proofs in the cause relating directly to their execution. All witnesses examined, and depositions taken, have been for the purpose of proving the signatures to the "testimonios" or copies filed in Exhibit Legajo K. These expedientes have been filed by respondents since the case was set for hearing, but have been considered by all parties as duly authenticated originals, having been delivered as such from the Spanish

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archives to the agent of the United States by the officers legally in charge of them. With regard to the sale or cession of lands made by these Indians to the house of John Forbes & Co. in the year 1811, which composes part of the present claim, they are evidenced by the original deeds contained in the expediente of that year, of which I shall give a brief abstract, as follows: The first deed in English bears date the 22d January, 1811, and purports to be signed by twelve chiefs, and in the presence of Thomas Millar, interpreter, and two public interpreters. This deed recites, in substance, that, at a meeting of the chiefs of the lower towns of Indians in the Creek nation, held at the town of Tuscatalofa on the Chattahoochie river, in the month of April, 1810, at which attended certain chiefs, whose names are therein given, William Hambly, agent of the house of John Forbes & Co., exhibited a list of debts due by Indians and traders of said lower towns, amounting to —— dollars; and it being evident that they had not the means of paying the same but by cession of land, they had resolved to sell, grant, &c. to the said houses a tract of land, the boundaries of which are set forth therein, but which I here omit. It is coterminous with, and in addition to, the tract previously sold to Panton, Leslie, & Co., some of the lines of which it calls for. It also conveys the part of the land claimed west of the river Appalachicola. It then recites, that certain enumerated chiefs, (four in number, whose names are also signed to the deed,) being duly authorized and empowered by the aforesaid absent chiefs, agreeably to the rules and customs of Indians, and having assembled in the Government house in the town of Pensacola, in presence of Don Vincente Folch, for the purpose of confirming the aforesaid cession of land, and being met in council, pursuant to agreement, &c. by certain other chiefs, (whose names appear also

signed to the deed,) did then and there cede, &c. the aforesaid land to the said house. This deed further recites, that they had appointed four Indian chiefs, parties to said deed, to accompany the surveyor to the said house to point out the boundaries, &c., and that when the aforesaid boundaries are particularly ascertained, the said delegated chiefs are authorized to proceed to St. Mark's, and there, in the presence of the Commandant, to execute any further instruments of writing. On the back of the deed is a certificate of Governor Folch, bearing equal date, and attested by the Secretary of Government, Pablo de Larin, certifying to the execution of the deed in their presence, and in the presence of the interpreters. Immediately preceding the deed, is an account or list of debts, in the Spanish language, said to be due to the house of Forbes & Co. by the Indians of the Lower Creek towns up to its date. This account is signed by John Innerarity, agent of the said house, dated 22d January, 1811, and states an amount of $ 19,387 56‡ to be due. Next follows a deed in English, dated Prospect bluff, Appalachicola, 22d April, 1811, signed by fifteen chiefs and head men of the Lower Creeks, in the presence of Daniel Blue, William Hambly, and Edmund Doyle. This deed, after reciting the foregoing deed of the 22d January, 1811, executed at Pensacola, declares as follows: "We, the subscribing chiefs and head men of the Lower Creeks, in consequence of the powers vested in us by the aforementioned chiefs and head men, and being met together in council, have unanimously agreed to, and solemnly confirm, &c. the grant, &c. the boundaries of which have been pointed out, marked, &c and surveyed in our presence, as well as in the presence of other chiefs, &c.," and that they "have solemnly yielded up the possession to William Hambly, agent of the said house, &c." Endorsed on

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the deed is the certificate of Don Marcos de Villiers, Commandant of St. Mark's, that seven chiefs therein named had appeared before him, and other assisting witnesses on that day, (25th May, 1811,) and acknowledged and confirmed it. There is also a third deed of this year, executed at St. Mark's on the 25th May, by certain chiefs, who state themselves to be the deputies appointed by their nation, in virtue of the provisions of the deed of Pensacola of the 22d January, 1811, for the purpose of witnessing the survey of the land; they affirm the performance of this duty, and give the exact limits of the tract. The execution of this deed is also witnessed by Don Marcos de Villiers, and other "assisting witnesses."

The above contains an abstract of all the Indian deeds in relation to the sales or cessions constituting this claim; and here the respondents, admitting in argument what had been denied in the answer, to wit, the actual execution by the Indians of these deeds, yet object that they were obtained by fraud and imposition, and without any good and valuable consideration, and without the consideration stated in the deeds, and call for full proof of the debts, robberies, &c. This objection cannot be sustained; all the deeds state in terms a large pecuniary consideration founded on debts due by the Indians, or robberies of the property of the grantees, for which the Indians acknowledge themselves liable. The accounts of their debts and losses are referred to in the deeds, and embodied with the other documents, and must have been in view and contemplation of the parties when the deeds were executed. The debts or robberies are also proved by several of the witnesses, by Doyle, Alba, Blue, and others, and seem to have been matters of notoriety.

But the question can now scarcely be considered as open for this court. If the Indians had a right to sell and convey

the land absolutely, then certainly they were the only proper judges of the sufficiency of the consideration. If their right was a qualified one, and to be exercised under the control and by the permission of the Governor of West Florida, then the recognition by him, conjointly with the Indians, of the sufficiency of the consideration, equally precludes all further question on the subject. It is also objected that the signers to these deeds were not principal chiefs and head men of the Seminole and Lower Creek Indian nations, nor authorized by their nations to make these cessions. The recitals of the deeds, the nature and publicity of the transaction, the steady acquiescence of the Indians in the truth and validity of the transfer as disclosed in evidence, all combine to furnish a full answer to this objection. Besides the certificate of the Spanish authorities that these deeds originated in and were confirmed in full assemblies of the chiefs and head men of the nations, several of the witnesses testify to the same fact, and that the Indians uniformly acknowledged the sale as actual and valid, and to have been made with the full consent of the nations. In confirmation of these facts, the counsel for the petitioners assert, that, by reference to treaties made by the United States with the Creek nations, it will be found that the signatures to them are of the same Indians who signed the foregoing deeds of sale. To a certain extent, I have verified the truth of the assertion, by a comparison of the signatures to those deeds with those to certain Creek treaties made by the United States, and have identified some names as common to both, and a more minute and laborious comparison might lead to the discovery of more; but the variance in the mode of spelling Indian names by different persons, and at different times, renders this presumption liable to great uncertainty; but if further evidence be wanted of the execution of these deeds of sale, it

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may be found in the testimony furnished by the Executive of the United States to the Indian recognition of these deeds at a subsequent period. This will be found in the correspondence of Gen. Dearborn, Secretary of War, with John Forbes, in the year 1806. There was the admission to a third party at an acknowledged assembly of the Creek nation, that they had made the grant of land in Florida to this house, and in payment of debts, &c. due to it. Assuming, then, what seems to be no longer a question, that the Indian deeds were made bona fide and for a valuable consideration, and by the lawful authority of the nations, it now becomes necessary to inquire whether the Indian nations had such a title to the lands as enabled them to convey it away in full property to these grantees. Reverting to the language of the petition, it does not seem very clear whether the petitioners mean to contend for the unlimited and unqualified right of the Indians to convey the lands in question by force and virtue of their original possession of the territory, or by virtue of the guaranty of title by the King of Spain, in the treaty of 1784; nor is the petition very explicit in stating whether, if the last be the source from whence this asserted right to sell and convey is derived, the derivative power is to be exercised independently of or subject to the control of the King of Spain, or his officers. Whatever may be the true meaning of the petition, the first position has not been contended for in argument, and certainly cannot be sustained. In adjudicating, now, upon titles derived from Indian grants, the courts of the United States are no longer left to grope their way in obscurity and uncertainty over an unexplored field. The decision of the Supreme Court in the case of Johnson and McIntosh, 8th Wheaton, with the reasoning in support of it, has so clearly settled the principles applicable to the subject, as asserted and maintained

by all the European nations which established colonies in America, as to leave but little occasion for hesitation or doubt in future cases. The following are some of the principles laid down in that case, which I deem applicable to the present: That "while the different nations of Europe respected the rights of the natives as occupants, they asserted the ultimate dominion to be in themselves, and claimed and exercised, in consequence of this ultimate dominion, a power to grant the soil while yet in possession of the natives. These grants have been understood to convey a title to the grantees, subject only to the Indian right of occupancy." "That the right in the Crown to extinguish the Indian title was necessarily exclusive, and carried with it an inhibition to the Indians to make, and to an individual to receive, any grant or title incompatible with this paramount right to the sovereign." The court in that case also assert, that, "so far as respected the authority of the Crown, no distinction was taken between vacant lands and lands occupied by the Indians;" and further, "that the several British colonies, by virtue of their charters in the first instance, and the United States by virtue of conquest and treaty, succeeding to the rights of the British Crown over the soil of the greater part of the North American continent, have continued to assert the same sovereign right of eminent domain." That "the power now possessed by the United States to grant lands, resided while we were colonies in the Crown, or its grantees; the validity of the titles by either has never been questioned by our courts. It has been exercised uniformly over territory in possession of the Indians; the existence of this power must negative the existence of any right which may conflict with, or control it. An absolute title to lands cannot exist at the same time in different persons, or in different Governments. An absolute must

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be an exclusive title, or, at least, a title which excludes all others incompatible with it. All our institutions recognise the absolute title of the Crown, subject only to the Indian right of occupancy, and recognise the absolute title of the Crown to extinguish that right. This is incompatible with an absolute and complete title in the Indians." So far, then, as relates to the pretensions and practice of the British Government, and of the United States, in this particular, they are proved, by reference to the whole series of historical facts, to amount to an assertion by these Governments of the absolute ultimate dominion over the Indian lands, with inhibition to the Indians to make, or to individuals to receive, any valid grant of the same. Were the claims and pretensions of the Spanish Crown over the soil of their American colonies less extravagant than those of the Crown of Great Britain, which have just been adverted to? Did Spain extend to the natives of America, either in their national or individual character, a more liberal or humane policy than was pursued by Great Britain or the United States? The affirmative of either of these questions cannot be maintained. On this question, too, we have the opinion of the Supreme Court of the United States, in the following remark: "All the nations of Europe, who have acquired territory on this continent, have asserted in themselves, and have recognised in others, the exclusive right of the discoverers to appropriate the lands occupied by the Indians." This opinion is direct to the point, and may render further research unnecessary; but, as the present case is to be decided under Spanish law, which was not directly before the Supreme Court, it may be important to give to the question a more full investigation.

Without stopping to investigate the odious system of "encomiendas" and "repartimientos" on the individual rights

of the Indians, or, in other words, the division and assignment of the Indians themselves, amongst the discoverers and conquerors of America and their descendants, as vassals and tributaries,* it may be confidently asserted that no nation of Europe showed the same utter disregard to the political rights of the Indian tribes, as was evinced by the Government of Spain. The countries colonized by Spain were literally and entirely subjugated, their political societies dissolved, and the inhabitants divided and assigned amongst the setlers, (pobladores,) (See law 1, title 8, book vi, Recop.) That every vestige of their former societies was destroyed, except so far as it was deemed politic afterwards to keep up or revive the names and forms of their primitive Governments, will be seen by reference to the 7th title of the 6th book of the Recopilacion, wherein the office of *Cazique* is revived in certain provinces, with limited and defined attributes and powers; and, although the pretensions set up under the papal bull of Alexander VI were, as regarded the exclusive right of discovery and conquest which it conferred on Spain, silently abandoned, from the disregard with which they were treated by other nations, and for the want of temporal power to enforce them, yet, so far as respected the authority it conferred over the natives of the discovered regions, they never were abandoned. This will be proved by reference to the 1st law, 10th title, book vi, of the Recopilacion, wherein, down to the period of that compilation, the concession of Pope Alexander VI is referred to as a subsisting authority. The same fact is asserted by Robertson, 8th book, Hist. Am. The motive and object of this liberal concession from that Pope were the converting or reducing the nations to the Christian faith; and it

* See Recopilacion de las leyes de Indias, book iv, tit. 3, law 23.—Lib. 6, tit. 8, 9, and 10, Robertson's History of America, book viii.

was soon ascertained, or so pretended, that the union and independence of the Indians, in large tribes, were entirely incompatible with this pious object. Moreover, the very nature of the discovery, conquest, and settlement of the Spanish colonies led inevitably to this result. These were generally achieved solely, or in a great measure, by individuals, at their own expense;* and, to enable them to reap their indemnity and reward, the entire and immediate subjugation of the natives became necessary. It might, however, be remarked, in justice to the Spanish nation, so far as the character and conduct of the Superior Government are concerned, that, from the earliest times, the most zealous efforts appear to have been made to resist the evil tendencies of their system of colonization, and to impose every practicable restraint upon the cruel and rapacious conduct of its subjects. The laws of the Indies, from the time of Queen Isabella, (see 10th title, 6th book, Recop.) exhibit a most laudable zeal in the various Spanish monarchs to protect and foster their defenceless people, which, unfortunately, was always counteracted by the cupidity of her subjects, and the misconduct of her officers. I may be permitted, also, to remark, that, in aid of these beneficent views of their Sovereign, the Spanish clergy afforded their zealous co-operation; and, as asserted by Robertson, "it was to the powerful interposition of the Catholic clergy that the Americans were indebted for every regulation tending to mitigate the rigor of their fate." It was asserted with confidence in the argument, by the counsel of the petitioners, that although Spain, in the early stages of her colonizations, exceeded all other nations in her rigor and cruelty to the natives of America, yet, at a later period, she became most distinguished for her humanity, kindness, and liberality towards them.

* Lib. 4, tit. 1, law 17, Recop.

So far as the spirit of her legislation was concerned, and so far as relates to her treatment of the Indians, as individuals, or when united in small communities, the remark may be just; but if meant to apply to the consideration and respect paid by that Government to the political rights of the various nations of Indians in her colonies, the remark cannot, with propriety, be applied to the conduct of Spain at any epoch of her history. The scarcity of books in this new country has precluded much research on this subject; but it is believed no evidence can be found in the history of Spanish colonization, (unless these North American provinces of Florida may be found to constitute an exception,) that Spain has so far respected the Indian original right of property in the soil they occupied, as to make its extinguishment and acquisition the subject of purchase. From the earliest times the land has been taken and appropriated by the Government, without respect to the Indian right of occupancy, further than to assign to them, individually or in small communities, limited portions for their sustenance. Of this fact, abundant evidence is furnished in the Recop., and particularly in lib. 4, tit. 12, which will be found in White's Spanish laws. The same fact is asserted by Robertson, 8th book of his History, who lays it down as a fundamental maxim of the Spanish laws, that all the lands of the Indies belonged originally to the King. This practice of assigning to theIndians limited portions of land, we shall hereafter see was pursued in very late times in the province of Louisiana. It may readily be admitted, that the policy of Spain varied in these respects in different parts of her extensive empire, according to the wants of the people, and the demands for new lands for settlement and cultivation. Her treatment of the natives, too, would, no doubt, be influenced by the exigencies of the times, and the political circumstances

in which she was placed. In these provinces of Florida, where the Spanish population was sparse and weak, compared with the natives, and where, from proximity to other European settlements, with which she was occasionally involved in hostility, it became essential to the permanency of her possession to conciliate the Indian tribes by a course of treatment more consonant with that adopted by the adjoining States. To the influence of these considerations is, without doubt, to be ascribed her reluctant toleration of this very trading house, composed of foreigners, in carrying on an extensive traffic with the Indians, and the relaxation of her commercial regulations, so far as to allow the introduction, free of duty, of British goods, for the purpose of conciliating the Indians. This very unwonted relaxation, both of her commercial and colonial system of exclusion, both of foreigners and their goods, indicates her extreme solicitude to secure the friendship of the natives.

The only further relaxation of her settled policy towards the Indians, which, in the absence of all positive proof, we may be allowed to presume might, naturally, from the same motives of expediency, have been extended to the Indians of Florida, would have been to assimilate the mode of acquiring lands from them to that adopted by Great Britain and the United States, and with which these people were familiar. That mode would have been the extinguishment of their lands by purchase. But we have seen that the very principle of this Government right of extinguishment is exclusive, and utterly hostile to any right on the part of the Indians, by the proper vigor of their own original title of occupancy, to convey away the ultimate dominion or property of the soil to any third party

This short review of the Spanish policy and practice, in regard to their Indians, leads to conclusions entirely at variance with the asserted right, on the part of the latter, to dispose of the absolute property of the soil on the title of original occupancy. But, yielding to the weight of these authorities, the petitioners rely upon the right of the Indians to sell their lands by virtue of positive stipulations to that effect, by treaties, both with Great Britain and Spain, I shall therefore inquire how far the right of the Florida Indians to the lands in question was peculiar in its character, and whether, by treaty or otherwise, the Spanish Government ever recognised their right to sell and convey a complete title to their lands, and, if so, whether that right was absolute and unconditional, or subject to any, and what control. In prosecuting this inquiry, it is important, in the first place, to advert to the changes which have taken place in the political condition of Florida: first, as a colony of Spain; next, as belonging to Great Britain; and lastly, as re-annexed to the Crown of Spain. In the argument of this cause, much importance was attached to these changes of sovereignty, as affecting the rights of the Indians, and very opposite results deduced from them by the respective counsel of the epoch in the history of Florida anterior to its acquisition by Great Britain in 1763, we have no knowledge further than what is known as a matter of general history of its conquest by De Soto, and of its entire subjugation as a colony of Spain. It will be unimportant to consider the facts derived from uncertain history or obscure tradition, that the Yamasees, the primitive inhabitants, became extirpated, partly by the original conquest, and, finally, by successive inroads of the British colonists, in the beginning of the 18th century, and by the more northern tribes of Creeks and Seminoles, who afterwards occupied their seats. There is no evidence

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to enable us to distinguish the condition of the Florida Indians, whether aboriginal or transplanted, from that of the natives of the other colonies of Spain, prior to the year 1763. On behalf of the petitioners it is contended, that, by various treaties of settlement and boundaries between Great Britain and the Florida Indians in the year 1765, the former only extinguished the right of the Indians to a limited extent of their lands, and recognised their absolute right to all the lands not extinguished, and of which last character were the lands now in question. That Spain having, in the year 1783, received the cession of these provinces, by treaty, from Great Britain, they became re-annexed to the dominion, with the conditions of those Indian treaties impressed upon them, and subject to the rights thereby secured to the Indians. That Great Britain could only cede to Spain the rights to the soil which she actually possessed.

Assuming the fact to be as asserted, that the British extinguishment, by these treaties, did not include the lands now in controversy, and admitting also the principle above deduced to be correct, it is not seen how either or both can affect the present question. The inquiry now is as to the right of the Indians to sell and convey these lands in virtue of their original or derivative title under the British Government, and to establish that their title was not extinguished under the British Government, and that the transfer of those provinces to Spain left those Indian rights as they stood under the British Government, would leave them still subject to the British doctrine of the right of preemption in the sovereign—a right equally fatal to this claim, with the more perfect Spanish right of absolute exclusive property. But, in point of fact, these treaties do show an extinguishment of the Indian right of title to the greater part, at least, of the very lands covered by this claim,

by an actual cession to Great Britain. I shall first advert to the treaty last in order of date, that signed at Picolata on the 18th November, 1765. That treaty established the English and Indian boundaries of lands in East Florida; which province, as then defined and bounded by Great Britain, contained these lands. The first cession made by the Upper and Lower Creeks, the parties to this treaty, is in these words: "We, the chiefs, &c. have agreed, and do hereby agree, that for the future the boundary line of his Majesty's said province of East Florida shall be all the sea coast, as far as the tide flows, in the manner settled by the English with the great Tomachiches, with all the country, &c. Here is a grant of "all the sea coast so far as the tide flows," in its terms commensurate with East Florida, and as far west as the Appalachicola river, which, by a proclamation of the British King in 1763, constituted the west boundary of East Florida. Of course, the cession included the greater part of this claim of petitioners. How is this consequence escaped? Only by nullifying the terms above quoted, by making them refer to the next portion of the Indian cession of "all the country to the eastward of St. John's river, forming nearly an island, from its source to its entrance into the sea"—a construction utterly at variance with grammatical propriety, and with the plain, obvious intent of the contracting parties.

The other treaties need only be referred to for the purpose of showing the object and policy of the British Government to obtain, by cession, from the Indians all the sea coast, from the Pascagoula river, in the Gulf of Mexico, to the St. Mary's, in the Atlantic—an object effected by these three treaties, made that same year, at Mobile, Pensacola, and Picolata. We are only furnished with a single article (the 5th) of each of these treaties, certified from the State Paper office of the

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British Government, and exhibited on behalf of the petitioners. So far, then, from any aid being furnished to the Indian title by this reference to the British treaties, the opposite consequence may follow; for, with the same reasons that the Indians might urge against Spain the English recognition of their title to lands in the territory ceded, would it be competent for Spain to avail herself of the Indian cessions made to Great Britain? Whether then, at the re annexation of the Floridas to Spain in 1783, the Spanish monarch became "ipso facto" re-invested with all the sovereign rights to the soil which he had antecedently possessed, or whether those rights were modified and changed by treaty stipulations between Great Britain and the Indians, is a question which I do not consider material to discuss, as the result either way would be fatal to the pretension set up in this petition in behalf of the Indians. It would be only substituting for the Spanish sovereign perfect right of property, the equally sovereign but incomplete British right of preemption, or, more correctly, the complete British right of property, by extinguishment of the Indian title. Let us now recur to the question growing out of the Talapuche treaty of 1784, and the subsequent treaty of 1793. The first is the treaty upon which the greatest reliance has been placed by the petitioners, for the purpose of establishing this Indian right to make this sale and cession in virtue of the powers thereby conferred upon, or acknowledged to belong to, the Indian nations by the King of Spain. The important article in this respect is the 13th, of which a copy, in the original Spanish, duly certified from Havana, is exhibited in evidence. The entire treaty is, however, found in the 10th volume American State Papers, page 123, translated from a copy furnished to the Department of State by Messrs. Vear and Gaudenes, Spanish commissioners. This treaty was concluded at Pensacola on the 31st May and 1st June, 1784, be-

tween Governor Miro, deputed by the Count de Galvez, Governor and Captain General of the provinces of Louisiana and West Florida, Governor O'Neil, of Pensacola, and Don Martin Navarro, Intendant General of said provinces, on behalf of the King of Spain, and Gen. Alexander McGillivray, principal representative of the Upper Talapuches, Middle Talapuches, and Lower Talapuches, called Seminoles, or wanderers, and of various other tribes; stipulating, also, in the names of various other enumerated chiefs and towns of Talapuche, Natchez, and Chicasaw Indians. Before commenting on the terms of the 13th article, it may be useful to notice the language of the preamble, and of other articles of this treaty. From the first it will be discovered that the treaty is one of "pacification." It is so styled, "Articles of convention, treaty, and pacification," &c.; and in the conclusion of the introductory part, are the following terms: "In the name also of various other towns, chiefs, captains, and warriors, not present, their wives, and children, desiring unanimously to obliterate the remembrance of the evils caused by the last war, and to make all the subjects of his Catholic Majesty enjoy the fruits of peace, &c. which the Spanish nation proffers, &c." The first article solemnly promises and engages, on the part of the Indians, to expose their lives and fortunes in the royal service of the King of Spain, to obey his sovereign orders, which, in case of necessity, shall be communicated by the Captain General of Louisiana and Florida, and in his name, by the respective Governors and Commandants, &c. Moreover, from this instant of their own free will, &c., "they promise to obey the laws of the great King of the Spains in those points which are compatible with their character and circumstances, conforming with the usages and municipal customs which are established, or shall be hereafter, in the provinces of Louisiana and both Floridas, &c. These are

the important stipulations of that article, and, as has been remarked by respondents in argument, it is difficult to imagine a more unqualified submission and subjection of one people to the will and power of another, than is here made by these various tribes of Indians to the Spanish nation. Not only do they promise a political obedience to the sovereign orders of his Catholic Majesty, a condition which might still be compatible with a certain degree of national independence, but they promise to obey his laws in those points which are compatible with their characters and circumstances, and even to conform with the usages and municipal customs which are or may be established, &c. They even, *in terms*, style themselves "subjects of his Catholic Majesty." The recital of the second article furnishes an explanation of the inducements to this entire submission to the Spanish King. These tribes were in the lands conquered by the arms of his Majesty. They had adhered to the cause of the British; and, on the conquest of West Florida by the Spaniards, that nation, in the attitude of a conqueror, imposed on them its own terms. From a nation so haughty and inflexible as was Spain at this period, before the days of her misfortune and humiliation, and when occupying the position of a conqueror, it would have been unreasonable to expect any unwonted concessions to these people, or any relaxation of her settled policy towards the native inhabitants of the colonies. In accordance with these views, we see, that except the 2d article, by which Spain promises to "proportion among the contracting nations a commerce permanent and unalterable, unless the events of war should impede the exact fulfilment of this promise," and except the 13th article, all the others contain stipulations on the part of the Indians, both in form and matter, all equally expressive of their subjugation. They engage to make peace

with the Chickasaw and Choctaw nations, &c. They oblige themselves to arrest any strangers, who, with insidious intentions, may introduce himself amongst them, submitting him to the Governor of Pensacola, " without that his having been taken within our possessions shall serve him as an immunity from punishment." They promise not to admit any white person, without distinction, unless furnished with a Spanish passport. I will only remark upon one other article, (the 6th,) which is highly honorable to the feelings of those who negotiated this treaty on the part of Spain, wherein they are made to renounce the practice of taking scalps, and making slaves of the whites. All the other six articles are in the same spirit of entire submission to the will of Spain. The 13th article, as translated from the State Department, is in the following words: " As the generous mind of his Catholic Majesty does not exact from the nations of Indians any lands, to form establishments to the prejudice of the rights of those who enjoy them, in consequence, and with a knowledge of his paternal love towards his beloved nations, we promise, in his royal name, the security and guaranty of those which they actually hold, according to the rights of property (segun el derecho de legitimidad) with which they possess them, on condition that they are comprehended within the limits of his Catholic Majesty our sovereign.

After a most careful examination of this most important clause of the treaty, I am constrained to deny to it the operation and effect contended for by the petitioners—that of a recognition and guaranty of the right of the Indian tribes to the whole extent of the country occupied by them. I consider this article as designed only to secure to the Indians such limited portions of their lands as they actually occupied by their settlements, individually or in small communities, and in conformity with the general policy of the Spanish laws. By

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comparing the above terms with a clause in the 9th law, 12th title, and 4th book of the Recopilacion, in relation to the same subject, the confirmation of Indian titles to land there will be found in exact conformity in the language used in describing the estates to which the confirmations apply. The terms respectively are "que actualemente tienen," and "que ahora tienen," "which they actually hold," and "which they now hold," equivalent expressions. The terms of the original Spanish have a peculiar application in support of this construction, which is only partially observed in the translation above quoted. The word "propriedades" is not well rendered by the word "rights," that word is the abstract or general; the words "property" or "right of property," (the first of which is used by the translator of this court,) are the proper terms. Cubi's Spanish Dictionary translates "propriedad" "dominion," "right of property," "landed estate," so also De Nuñez and Baretti; so the word "disfruitar," understood by the English word "enjoy," means originally and literally "to collect crops," "to enjoy an estate," "to exhaust a soil," (see Cubi, Nuñez.) The word "enjoy" only expresses partially and figuratively the sense; nor can it be rendered into English without a periphrasis. So the above translation renders the following Spanish, "segun el derecho de legitimidad con que las posen," by the very irregular expression "according to the right of property with which they possess them." The word property in this version is entirely unmeaning, and adds nothing to the import of the term "right," which already includes it; whereas the word "legitimidad" was no doubt used emphatically, and with the view of expressing the foundation and source of the right to be in the law, the Spanish law, with which the Indians had previously pledged themselves to conform. The translator of this court more correctly rendered it by the

terms "rights of legitimacy;" the more idiomatic version will probably be "agreeably to the legal rights with which they possess them." There is another peculiarity observable in the Spanish, which is lost in the translation. After stating that the King of Spain would not exact from the nations of Indians (de las naciones, &c.) any lands to the prejudice of the property of those who enjoy them, &c., the word "those" is expressed in the original by "los," a pronoun in the masculine, and which cannot, therefore, have for its antecedent "naciones" nations, which is in the feminine, but must refer for its antecedent to persons or individual Indians—a construction which corroborates my view of the object of the clause, as being designed not to guaranty the political rights of these Indian tribes to the territory generally, but to secure the rights of property of individuals in their actual possessions or settlements. I fear this disquisition may be viewed as hypercritical or frivolous, but the clause is deemed highly important, and cannot be too closely scrutinized for the purpose of arriving at its true sense and import. Before leaving this clause, one other suggestion presents itself, which is to ask why the Spanish negotiators (for the language is no doubt theirs) should have used such peculiar and so many redundant expressions, if their object had been to confirm and guaranty to the Indians, as nations, the absolute and complete right of property in the soil of their whole country. That their language may have been made designedly ambiguous, is by no means improbable; but if they had at the time the Spanish laws before them, they could not have made this clause of the treaty more exactly conform with its provisions. But if this construction wanted confirmation, it will be furnished by the next clause of this article, which is in these words: "And to make more evident the extent of the royal clemency,

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whenever by war or other accident the Talapuches may be deprived of their lands by the enemies of the Crown, there shall be granted to them (se les proportionaran) others equivalent, which may be vacant for their establishment, &c. In contemplating the contingency for which this generous promise of his Majesty provides, is it possible to imagine for a moment that the Indian lands, for which an indemnity was promised, were then understood to be all the wild, uncultivated lands in Florida? Not Florida, as now defined and bounded, but Florida with the greatest amplitude of extent for which Spain had ever contended, with undefined limits north, and extending west to the river Iberville. The Spanish settlements, at that period, were very few and inconsiderable west of the St. John's, almost confined exclusively to the barriers of Pensacola and Mobile; and according to that construction, which makes the former clause guaranty the Indian right of absolute property to all their hunting ground, and all the wild lands of Florida, this last clause of promised indemnity must be commensurate in extent and value. How are the occurrences of the "casus fœderis" the happening of the contingency? Where were those equivalent vacant lands to be found? It would be difficult to answer. It is worthy of remark here, that the word "proportionar" means something more than to grant, it signifies "to assign in just proportions," "to apportion." So, also, the equivalent vacant lands "are to be apportioned for their establishment;" the very term which, in the beginning of this article, is unquestionably used to express actual permanent settlement for cultivation. While, therefore, the construction contended for by petitioners leads to such absurd results, it is obvious that all parts of this article harmonize with each other upon the opposite construction, and conform also with the general laws of the Indies. We shall

hereafter see that the evidence furnished from Louisiana in the Reports on Land Claims, filed as exhibits in the cause, and the decisions in Martin's Louisiana Reports, confirm these views, by showing the practical illustration of the Spanish laws in reference to the Indian settlements in that Spanish province. But even conceding that the guaranty in this article in question was designed to apply to Indian rights to land in their national and aggregate character, and to cover all the wild, uncultivated lands in Florida, it by no means follows that the right to sell and dispose of the lands to whomsoever they pleased was thereby recognised or confirmed. The language of the article is peculiar, "as the generous intention of his Catholic Majesty is not to exact from the Indian nations," &c. Here his right to exact their lands is admitted, and that it is owing to his generosity that they are not exacted; but does it follow, because of his forbearance, and because his Catholic Majesty secures to them the possession of their lands, that he thereby intended to concede to them the entire dominion over their lands, the right to dispose of the ultimate property to others? This supposition, so much at variance with the settled policy of Spain, would be scarcely admissible, when the generality of the terms used might be susceptible of that meaning, but, under a provision so carefully worded, seems entirely inadmissible. Such stipulations have been common in treaties made by the United States and Great Britain with Indian tribes, and yet the exclusive right of these Governments to receive a grant of the Indian title was always expressly or tacitly retained, with an inhibition to any others to receive from the Indians a valid title. Thus then, whether before that period the Indian title depended upon English or Spanish laws and treaties for its limit and character, the stipulation in the Talapuche treaty merely

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enured to suspend for a time the paramount right of eminent domain in the Spanish sovereign. On the 26th October, 1793, another treaty was concluded between Spain and the nations parties to the foregoing treaty, with the addition of the Choctaw, Cherokee, and Alabama tribes, at Nogalez, or the Walnut Hills, on the Mississippi, about 150 miles above Natchez. This treaty, as exhibited in evidence by petitioners, and relied on to explain why Governor Folch's confirmation of the Indian sale to the houses of Panton, Leslie, & Co., and John Forbes & Co., became necessary. It was a very obvious objection, and urged with great force by respondents against the validity of the Indian sale, that this confirmation by the Spanish authorities was deemed necessary, and the fact was relied upon as evincing a doubt at least, if not an actual admission by all the parties to these deeds of sale, of the invalidity of the Indian title. The 4th and 5th articles of this treaty are therefore exhibited for the purpose of explaining these acts of Governor Folch, and of proving that the last treaty qualified the absolute right of property before secured to the Indians by the Talapuche treaty of 1784, and rendered it incompetent to the Indians to sell their lands without the consent of the Governor of West Florida.

I have, however, searched in vain for any provision in the treaty which supports this assertion; and if Governor Folch's power to confirm that sale of Indian lands is to be sought for in this treaty, it will be sought for in vain. The 4th and 5th articles, to my mind, have not the most remote relation to any such matter, but were framed "diverso intuitu." The 1st article of this treaty confirms or ratifies all treaties made from the year 1784, until that time; and, amongst others, without doubt, the Talapuche treaty, as is contended for by petitioners. The 4th article is in these terms: "The Chicka-

saw, Creek, Tallapoose, Alabama, Cherokee, and Choctaw nations, do form an offensive and defensive alliance, in such way, that all of them in general, and each of them in particular, engage themselves to look at one another as a part of their own nation, to mutually succor each other, and not to determine upon any essential point which may have any influence upon the security or conservation of any of them, without consulting the others." The 5th article provides, "that the nations mentioned in this last preceding article, being under the protection of his Catholic Majesty, engage themselves not to determine on any affair of the nature expressed in the said article, without consulting the Governor of this province as representing the King in it." Now, what are the "affairs of the nature expressed in the last preceding article?" Evidently the great affairs of war and peace, of limits and boundaries, which were then agitating these nations, and about which they were then embroiled with the United States; and to provide for which this treaty was made. These were the affairs which would have an influence on the security and confirmation of any of them. The whole object and design of that treaty became obvious by recollecting the history of that period. This was a grand federative compact or treaty, offensive and defensive, between those then powerful southern tribes, under the protection of the King of Spain, negotiated under his auspices, and for the "conservation of his dominions in all the extent of the provinces of Louisiana and the Floridas," as is expressed in the last article. Spain, also, at that period, had serious difficulties with the United States, which threatened war; and it was with a view to that event that this formidable alliance was made. This was the affair, in relation to which the parties stipulated mutual consultation. But, if this business of selling portions of their land were one

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of the "affairs" alluded to in the 5th article, and upon which they were to consult the Governor as representing the King, it must necessarily also have been an "essential point" under the 4th article; in relation to which, they mutually "engage not to determine without consulting the others;" consequently, to make this sale valid, all these nations, the Chickasaws, Alabamas, Cherokees, and Choctaws, as well as the Creeks, or Talapuches, or Seminoles, should have been parties, or their consent to it evinced, which is not the case. This is a dilemma which cannot be avoided. But there is another objection equally fatal to the assertion of power to Governor Folch as derived from this treaty. The "consultation" was to be with the Governor of "this province," as representing the King. What was this province? The treaty was negotiated and concluded at the post of Nogalez, (or the Walnut Hills,) on the Mississippi river, about 150 miles above Natchez; certainly this was not in West Florida. The first article is decisive to the contrary; for in it these nations "ratify, by the present act, all the treaties, &c., made from the year 1784 until the present time, either in *this province*, or in *those of the Floridas*." That territory or post of Nogalez (which was in fact far within the limits of the United States, as was acknowledged two years afterwards by the treaty of 1795) must have been claimed then by Spain as a part of Louisiana; and therefore, the reference to the Governor in the 5th article must have alluded to the Governor of that province, under whose auspices the treaty was negotiated. But, finally, I will add one other suggestion on this point, which is, that, whatsoever Governor may have been alluded to, and of what nature soever may have been the affairs about which he was to be consulted, such a clause in the treaty did not and could not confer upon him any substantive inde-

pendent power to act, not vested in him "virtute oficiar," or specially delegated by the King whom he represented: and, that, although it may have been obligatory upon the parties to the treaty to consult him, he could only act within the sphere of his powers, ordinary or special, emanating from his superiors. Having now presented my views of the effect and operation of the Spanish laws, and of the British and Spanish treaties, upon the rights of the Florida Indians with respect to the lands they occupied, and their power to sell or convey them, it may be important to inquire how far these views are sustained or opposed by the opinions and acts of the Spanish officers who have taken part in these transactions. The authority of these and of others whose opinions are filed in evidence in support of the validity of this Indian purchase, are much relied upon, as being the opinions of Spanish officers upon Spanish laws—a subject with which they are presumed to be best acquainted. In the first place, it is confidently asserted in the petition, and had been previously asserted by Governor Folch, that this purchase was approved of by the Governors General of Louisiana, Don Manuel Gayoso de Lemos, and the Marquis of Casa Calvo. This circumstance, Governor Folch relied upon as a justification for his agency in the treaty of purchase. The evidence of the approbation of these high officers is filed in the cause, but altogether fails to establish the fact. In the first "expediente," the first document filed is an original letter in English, from Governor Gayoso to John Forbes, dated New Orleans, 21st February, 1799; and in answer to a letter from the latter, asking his advice and opinion respecting a purchase of lands from the Creek nation in satisfaction of losses and debts, &c., however, to be made in Florida, but within the limits of the United States. To this, the Governor, after testifying to the

services and honorable character of the house of Panton, Leslie, & Co., assents, but on this express condition, that the purchase be made "north of the boundary line between his Catholic Majesty's dominions and the territory of the United States;" and he concludes by asking to be informed, when the purchase is made, "of the locality of the lands, and in what quantity." This letter, written in February, 1799, is the only evidence of the approbation of Governor Gayoso to the purchase afterwards made in 1804 and 1811, in Florida. The letter of the Marquis of Casa Calvo to the same is dated New Orleans, 4th February, 1801; the only part of which, relating to the purchase of Indian lands, is the following sentence: "I received your favor of the 19th ultimo, apprising me that the Seminole tribe was decided to offer you lands on the river Appalachicola, in consequence of what they before offered not suiting you, the results of which I await." Now, it is almost too obvious for remark, that the purchase of land subsequently made in Florida, so far from being authorized by the first letter, was directly repugnant to its terms. The second letter only proves that Governor Casa Calvo was informed of an intended negotiation with the Seminole Indians for a purchase of land on the Appalachicola, without manifesting, expressly, either approbation or disapprobation of the project. There is, also, another original letter from Governor Salcedo, of Louisiana, dated New Orleans, 22d October, 1803, which petitioners rely upon as conveying the assent of that officer to the proposed purchase from the Indians. The language of this letter, which is composed of a single sentence, is so very equivocal, that very different meanings have been given to it in the several translations presented to the court. As translated for the court by its translator, it contains a prohibition instead of an assent to the con-

templated purchase. The correctness of this translation is denied by petitioners; but the version presented by them makes the letter unmeaning in this respect, by announcing to John Forbes, merely, "that the House had not then received, in a concession of lands, the compensation it solicits." Without entering into any critical investigation on this disputed matter, which has been referred by both parties to the court, I will content myself with giving my version of the letter, which differs from both the others. The import of the letter I take to be as follows: that the Governor "will direct to the court the representation of the house in the event of its not receiving in a concession of lands the compensation it solicits; and that he will inform Mr. Forbes of the result." This is the whole of the letter, which is altogether too general to have any application to the subsequent Indian sales; and, from the term "concession," used therein, seems to refer to a contemplated grant of land from the King of Spain than to an Indian purchase. This last supposition is strengthened by the evidence in the cause furnished in the letter of Governor Casa Calvo, dated, New Orleans, 8th October, 1800, and directed to the King of Spain through the Minister Don Luis Urguiso, wherein a concession of lands from the Crown to this house is suggested as one of the means of compensating it for its losses and sacrifices. But it is proper to remark, that, to enable it to give any effect to these two last letters, favorable to the subsequent purchases, the court should be furnished with the particulars of the communications to which they were answers, that it might certainly know the nature of the project to which these letters obscurely allude. This is deemed the more important, as the only letter which does enter into particulars (that of Governor Gayoso) refers to a purchase of a very different character from that before this court.

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Next to the authority of these high officers, the acts and opinions of Governor Folch are relied upon as cogent if not conclusivepro of that he acted within the pale of his authority, and in conformity with law, in giving effect to these sales by the Indians. Besides the evidence of his official acts, we are furnished with his unofficial and subsequent opinions in relation to this transaction, which are produced in evidence on behalf of the petitioners. With respect to the official acts of this officer, I shall take occasion, hereafter, to scrutinize them narrowly, for the purpose of ascertaining in what character he did act in these affairs. At present, I will consider the reasons advanced by him in support of the Indian pretensions to sell their lands. Being interrogated by the Captain General of Cuba, in the year 1827, at the instance of the petitioner, Colin Mitchel, amongst other things as to the right of the Indians to the lands in Florida, in a formal report made on the 2d September of the same year, he makes the following explanation on the subject. He sets out with affirming the fact of the several Indian sales to these houses, their fairness and publicity, and the right and power of the Indians to pay their debts with that part of their lands which belonged to them in absolute property. "This right, he says, is cotemporaneous with their indigenous existence, and so remained until they were deprived of them by conquest, or by purchases of European settlers. This principle, acknowledged in repeated treaties by the English, French, Spanish, and Americans, throughout the continent, was in Florida expressly declared and confirmed by the English in their treaties with the Indians in the years 1768 to 1779, in which are found the coterminous boundaries of the English and Indian lands; the possessions of the last confirmed in perpetuity. When, in the year 1783, Spain took possession of these provinces, her of-

ficers hastened to confirm to the Indians the right of property in their lands in all the plenitude of their dominion, as appears from a treaty concluded in Pensacola between those officers and the Indians, on the 1st June, 1784. This treaty was approved by the King, as is proved by the royal order of 10th April, 1785," &c.

Governor Folch then proceeds to refer to other treaties as illustrative of his position, to wit: to the treaty executed at New York in May, 1790, between the United States and the Indians, at which was present the United States' Secretary; to that of Nogalez, of 1793; and to that concluded at New Orleans on the 6th July, 1793; "with many others not specially named." He adds, that in 1786 or 1787, while he was in treaty for the establishment of a fort at St. Stephen's, he received an order from his superior at New Orleans to buy from the Indians the land necessary for its location, which was not, however, found necessary, for a reason stated. The same thing happened in Upper Mississippi, where he went to establish a post at the Chickasaw bluff, and that the same thing notoriously happened at the establishment of the post of St. Mark's de Appalachie in 1787. From the whole of these facts he clearly deduces, "that the Government has always acknowledged the right of property and dominion of the Indians in their lands, with power to alienate, cede, or give them, without its being understood at any epoch that they were limited solely to the usufruct, which, to have been so understood, would have required an express clause to that effect in all the treaties." I have quoted thus at large the facts and reasoning of Governor Folch, to give the petitioners the benefit of all the support this may afford to their claim. A very few words will, however, suffice to show the mistakes, both of fact and law, under which Governor Folch act-

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ed in this matter. His position, that the Indians had an absolute right to their lands, to sell them, &c., by no means results as an inference from his premises, and has never been acknowledged by any European nation; it is in truth the "petitio principii" on his part. The treaties of 1784 and 1793 do not contain the stipulation asserted, nor warrant the inferences drawn from them, as has been already fully shown. As to the "New York treaty of May, 1790, at which was present an American secretary," the treaty nearest that description was the treaty with the Creeks, concluded at New York in August, 1790, at which General Knox, Secretary of War, was present. That was a treaty of peace, friendship, and limits, with no peculiarity of principle involved in it to distinguish it from other Indian treaties made by the United States. Of the British treaties with the Indians in 1768 to 1799, I have no judicial knowledge; no evidence has been given in relation to them, nor is it stated whether they were treaties with the Florida Indians, or with the "Six Nations;" but from our knowledge of the English pretensions on this subject, it may be safely asserted that no English treaty can be found to sustain the principle of Governor Folch. As to the fact stated by him of the purchases from the Indians of sites for fortresses, either in the United States or Florida, and whether actually made or only contemplated, it may be true that the Spanish Government, in critical conjunctures, and while placing fortresses in the Indian country, with a view to conciliate the natives, may have exercised the unwonted liberality of paying for the land thus used, but by no fair reasoning will justify the inference that therefore the Indians might alienate, cede, or give away all the rest of the land, and even these very fortresses themselves. The next authority relied upon by petitioners in support of the Indian right, is that of Don

Vincente Sebastian Pintado, late Surveyor General of West Florida. On the 25th of June, 1827, at Havana, this officer furnished from his official records copies of two reports made in May and December, 1816, on the subject of Indian rights to land. In these reports, the Surveyor General, after referring to the treaty of 1784, the 13th article of which he quotes, concludes that the treaty secured to the Indians a right to all the lands they held, while the territory belonged to Great Britain; and then from the notes and description of Indian boundaries, given by a Mr. Purcell in Charleston, in July, 1802, he undertakes to define the boundaries of their lands in West Florida. This Mr. Purcell, he states, was a surveyor or engineer in the time of the sovereignty of the British. His report is not in evidence, nor are the treaties to which it is said to refer, except those of the year 1765; and Pintado admits that the copy of the reports he has seen wants authenticity, having no certificate of any kind; but he expresses his belief in its correctness, for several reasons assigned by him. If, then, all this report of Pintado, thus derived from unauthentic sources, were proper evidence, the facts disclosed have no reference to the lands in controversy, but apply to the country further west; and the opinions advanced either fall short of the exigencies of this case, or are erroneous deductions from the treaties in evidence before the court. The opinion of Governor Estrado, in a report made in the year 1811 to the Marquis de Someruelos on the application of Don Cristoval Gios for a gratuitous concession of lands, has been cited as confirming the view of Indian rights presented in this petition. A very brief examination of that opinion will satisfy us that it advances no principle which can sustain the claim of the petitioners. In the first place the application wss made directly to the King, and by him referred to these officers

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for their opinion. In the next place the territory asked for was on the west coast of the peninsula of Florida, extending from latitude 29° to 24° 50′ with an extent from the coast of fifteen leagues. Supposing the British treaties to be in force, and amongst them the treaty of Picolata, (which is expressly the opinion of Governor Estrada,) the greater part at least of the land contained within the above limits was unextinguished Indian land, and by the effect of the above British treaty secured to the Indians. This Governor Estrada states, and that "in all the harangues made to the Indians of this province, they had been promised the same treatment and privileges they had under the British Government." He adds, "that Government ruled the country as sovereign, but left the Indians the property of the soil, except those places they had acquired by purchase, or solemn treaty made with the chiefs. The Anglo-Americans follow the same practice, &c.; and it is certain the same rule has been religiously observed in the two Floridas, no white man being permitted to purchase land from the Indians without the intervention of the Government, &c.;" and he concludes that unless the purchase is made with the knowledge and in the presence of this Government, and interpreters appointed by it, the project is rather directed to compromise the tranquillity of the province, &c. The whole extent of this opinion, then, is that the Indians were solemnly promised the same treatment and privileges which they had under the British Government. These privileges, in relation to lands, we well know were subject to and respected by the British doctrine of "preemption, or original right of purchase by the Government, which we have already stated to be equally fatal to the present claim with the Spanish transcendental sovereign right of propriety. That the Spanish King might authorize a valid purchase from the Indians, whatever

may have been their rights, original or derivative, no one can doubt; but the case of these petitioners has thus far proceeded upon the admission that no such authority has ever emanated from the King, and the facts of the case (it will be seen) warrant no other conclusion. It may be here remarked, too, that the Government of Cuba treated this opinion of Governor Estrada with very little respect, for a very few years after the great concessions of land to Arredondo and others, and to John Forbes & Co. were made by the authorities of that island in entire disregard of the Indian rights, invoked by Governor Estrada. The petitioners have also produced the opinions of some other Spanish officers to sustain their views of the Indian rights, and, amongst others, of Don Benigno Garcia de Calderon and Don Francisco Morejon, late Secretaries to the military and civil Government of Pensacola. Their opinions it will not be necessary very minutely to comment upon, as they are not considered to be entitled to much weight; the persons who express them hold subordinate ministerial offices, from which their opinions can derive no official sanction; and so far as they venture to give the sources of their belief, they are evidently mistaken. They refer to the Talapuche treaty of 1784 as confirming the Indians as absolute lords and proprietors of all the territory excepted from the circle of the jurisdiction of the fortified places and posts, &c." To these authorities and opinions are opposed the opinions and official acts of various other Spanish officers, which, on examination, will be found entitled to much more respect, even if they are not allowed to be conclusive on the subject. In the first place, it has been contended, and with much force of reason, that Governor Folch and the grantees themselves could have had but little confidence in this now undoubted right and title of the Indians, or they would not have sought to fortify and sus-

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tain their claim by so many other considerations, and by a resort to so many other sources of power. But waiving any further present remark upon the conduct and opinions of this officer, I will proceed to those of others.

The opinion of the Surveyor General, Pintado, has been already given; it will now be shown that this opinion was opposed and overruled by that of the King's fiscal, Don Juan Miguel de Losada, the officer expressly charged, both in the royal order of 1754, and by the regulations of Morales, with the duty of advising and consulting to the sales and concessions of land, and whose opinion, from his education as a lawyer, and the trust reposed in him, is entitled to the greatest weight. In an official report on the claim of Jayme Barcelo, his opinion is given as follows: "The fiscal says that he considers all the vacant land in the extent of the jurisdiction of this province, as far as the line dividing it from the United States, as belonging to the Crown, (realengas,) because it does not appear that his Majesty acknowledges any other sovereign within his limits. Nor from the report of the surveyor is any thing deducible but inferences, without the production of any authentic document from our Government, as the fiscal exposed, on the 15th of the present month, in the case of Don Thomas Villasecca; "and for the further reason, that the Indians did not disturb a former settler on the same lands, the fiscal advises that the land may be granted, &c." Here then we have the opinion of a high and responsible Spanish officer, acting officially, asserting that all the lands of Florida were "realengas," or Crown lands, and subject to the disposition of the King, through his authorized officers, and in conformity with the established laws, or, in other words, denying the right of the Indians to the ultimate property in them.

There are moreover the official acts of the superior Government of Cuba to the same effect in the larger concession of lands west of the Appalachicola, in 1811, to the same house of John Forbes & Co. The evidence of this grant is before the court in the report of the Board of Land Commissioners in West Florida, which has been cited by petitioners, and also in a document in evidence, being an official report on grants of land in the Floridas, furnished by the Government of Spain on the requisition of the Executive of the United States. As this large claim is now in the course of adjudication by the superior court of West Florida, it does not become me to refer to it for any other purpose than to remark that it evinces conclusively that, in making this concession, those superior officers paid no respect whatever to this asserted Indian right. The same utter disregard to the pretended Indian claim is evinced in the large grant made by the same authorities to the Arredondos, of land in East Florida, the evidence of which is seen in the last mentioned document, and in the report of the land commissioners of East Florida.* But there is still a superior

* In delivering its opinion, the court was reminded by the counsel of the petitioners that the concession by the Intendant of Cuba to the Arredondos contained an "express reservation of Indian rights." This fact, however, cannot render the case less applicable for the purpose for which it was cited by the court. The point under consideration was the right of the Indians to convey to individuals an absolute title, or a title in full property, to the wild, unsettled lands of Florida, and more particularly, how far this right was recognised by the authoritiy of the Spanish officers. Now, it cannot be denied that the authorities of Cuba, in making the ooncession in question, assumed the right, and designed to exercise it, of conveying the ultimate dominion or full property of the soil to the grantees, and thus far negatived the right of the Indians to any such dominion or property. The reservation of the Indian rights could only then have been designed to secure to them the value of their improvements, or a compensation for their right of occupancy, supposing them to possess such right. It was therefore exactly a case in point; for in the language of the Supreme Court already quoted, "The existence of this power must negative the existence

authority to be adduced to negative this asserted right in the Indians to the absolute property in the uncultivated lands of Florida, that of the King of Spain himself. I allude to the royal orders of the King of Spain, conferring on the Duke of Alagon, Count Punon Rostro, and Don Pedro de Vargas, nearly all the vacant lands in Florida, and including in the boundaries of the second of these grants the whole of the land now in controversy. This last authority is now adduced for the limited purpose of showing by the official acts of the Supreme Government itself, that it never did recognise any such right of absolute property in the Indians. The Supreme Government must, of necessity, be the ultimate expounder of its own laws and treaties, and the final arbiter of all differences amongst its subjects, growing out of its own laws, usages, and political institutions. In a question, then, of the practical construction of a treaty or of the laws of Spain, which the petitioners have attempted to establish by the official acts or extra official opinions of subordinate officers, no authority can be more legitimate, direct, and conclusive, than these official acts of the highest authority in the State.

It has been thus conclusively shown (as I trust) that it was not competent for the Indian parties to these deeds to sell and convey, in full property, the land in controversy to these petitioners, either by force of any original independent right recognised by the laws of Spain, or in virtue of any derivative or qualified power conferred on them by treaty or otherwise. The view of that question relieves the court from the necessi-

of any right which may conflict with or control it. An absolute title to lands cannot at the same time exist in different persons or different Governments: an absolute must be an exclusive title, &c." But without this case the Spanish authorities are ample, and this note is merely added to show that the citation was not made without due reflection, and is not now retained without reason.

ty of considering fully a point made by the counsel on behalf of the United States, founded on the supposition that the Indians could make and did make a valid legal title to these lands to the petitioners. Admitting the fact for the sake of argument, they contend that this admission takes the case out of the jurisdiction of this court, and for that reason the petition must be dismissed. Their argument is briefly this: The act of Congress of 23d May, 1828, only conferred on this court jurisdiction of claims embraced by the treaty of 22d February, 1819, which treaty only provided for "grants of land made by H. C. M. or by his lawful authorities." That this description does not include titles to land made by the Indians, and therefore this court cannot receive and adjudicate "claims of that description and character." If the exigency of the case required a decision on this point, and it should be sustained on the argument of the counsel of the United States, the only effect of it would be to deprive the petitioners of the right to resort to this court under this act of Congress for the assertion of their right of property, which nevertheless would remain valid and unimpeached, not by virtue of the treaty but independently of the treaty. For on that supposition the treaty never would have operated on the subject matter of this claim, in as much as it only ceded to the United States "vacant lands" by the terms of the second article, and only rendered liable to ratification and confirmation by the United States, under the terms of the eighth article, "grants of land by his Catholic Majesty, and by his lawful authorities" All other valid titles to land, or, in other words, all other property, must, however, have remained equally sacred, independently of any stipulation to that effect in the treaty, according to the principle asserted by the Supreme Court at its last term, in the case of Soulard's assignees *vs.* the United States. As regards,

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then, the absolute right of property to the premises, (the only point upon which the United States can feel an interest,) the question would be unimportant if the nature of it required a decision. The examination of these two articles of the treaty has suggested one further idea, which may here with propriety be introduced. It seems to have been the intention of Spain to make the stipulation in the eighth article applicable to all claims to land in the ceded provinces. It was an obvious duty, in transferring her subjects to a foreign power, to see that their rights to property were effectually secured under the new Government. She was, therefore, not willing to leave the security of these rights to the mere sense of justice which might influence the new Government of her subjects, without the further security of a treaty stipulation. With that view the eighth article was drawn, and in enumerating "grants of land from his Catholic Majesty, or his lawful authorities, as the only subjects for ratification and confirmation, the treaty negatives the idea of there being any other legitimate source of title; and, in this particular, it will exactly be made to speak the language of the Spanish laws of the Indies, and particularly of law 14, tit. 12, book iv. Having now disposed of this claim, so far as it rests on the Indian sale or cession, I might be justified in considering the whole claim as disposed of. But admitting the incompetency of the Indians to make valid grant by force of their own title, however acquired, it is argued for the petitioners that the official sanction given to it by Governor Folch, and the authorities of Cuba, enured by way of confirmation to make it legal and valid. It is not explained either in the petition, nor was it clearly stated in argument, in what manner the sanction of these Spanish officers became effectual to convey title, whether by way of confirmation of an inchoate or

imperfect Indian title, or by its own proper vigor as the act of the lawful authorities of Spain, within the legitimate scope of their powers: or it may be more properly said that they avail themselves of both branches of the alternative, and contend for the sufficiency of this title of confirmation, "quacunque via data." That it could not operate in the first mode I think must be manifest. In the Spanish law, as well as by common law, "confirmation" is a technical term, as well as a term of relation, which presupposes an incipient legal title, upon which it is to operate. This is apparent from the whole scope of the royal regulation of 1754. There it signifies that final sanction of the king himself to all grants, sales, and compromises of royal "cultivated or uncultivated lands" which had been previously required, but which from motives of public expediency, and from a regard to the private convenience of grantees, it was the object of that regulation to dispense with in many cases. The original incipient title in the present case, being a sale or grant of wild, uncultivated lands by an Indian nation, was a title unknown to the Spanish laws, and therefore insusceptible of confirmation in that way. This will be manifest in the further progress of this inquiry, when an examination is made of the laws of Spain, regulating the "grants, sales, and compromises of royal lands." The confirmation, then, of these officers, if effectual at all, to convey title, must operate "propria vigor suo," and not as auxiliary to an antecedent Indian grant or sale which was a mere nullity. Adopting now the terms of the treaty as used in the eighth article, I shall inquire if this was a "grant of land made by his Catholic Majesty, or by his lawful authorities," and "to what extent it would have been valid if the territories had remained under the dominion of his Catholic Majesty." It may be proper to repeat here that it is not pretended that his

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Catholic Majesty did himself make, or expressly assent to, or confirm this grant. It is true the implied assent of his Majesty is inferred from circumstances which may hereafter require some notice. Before proceeding to investigate the general powers of Governor Folch to make grants or concessions of land, I deem it material to examine with some strictness into the character of his official acts in relation to the present claim. In the first place, then, I am led to believe, from the whole tenor of those official acts, that, up to November, 1806, Governor Folch never did act, or profess to act, in any other character than as a witness to the deeds of sale by the Indians, and that by reason of the want of a public notary, and without designing to impart to them any other official sanction whatsoever. In his certificate to the accounts of losses, debts, &c. sustained by or due to the house, forming part of the "expediente," he professes to act in the character of a notary merely, and his certificates to the first Indian deeds of 22d June and 22d August, 1804, are limited to the purpose of witnessing the execution of these deeds. The third deed of 2d August, 1806, is certified to by Ignacio Balderas, Commandant of St. Mark's, in the mere character of a witness. In 1806, it seems first to have occurred to these grantees, that something more than a duly authenticated deed of sale from the Indians was necessary to pass to them a valid title, and then the petition of John Forbes, dated Mobile, 28th November, 1806, was presented to Governor Folch, asking him "to interpose his authority in due form to ratify the cession, and, using the authority which the King had conferred upon him to put him, in possession of the land in the royal name, &c. to which petition Governor Folch on the same day responds in a note on the margin, "como lo pide," as he asks. In this petition, for the first time is any reference made to

the order of Governor Folch, of the 7th January, 1804, or the petition of James Innerarity, agent of the house of Panton, Leslie, and Company, authorizing negotiations with the Indians, with a view to this purchase. That petition must now be noticed. It is filed with the first "expediente," and purports to be the first act of this process. It is dated Pensacola, 5th January, 1804, and after representing the nature of the claims of the house on the Indians, and the prospect held out to John Forbes, principal member of the firm, that the Indians would make an indemnity in lands, it requests permission from the Governor to hold a talk with the Indians for that purpose, and it is granted. In remarking above, that the deeds of sale from the Indians bore on their face evidence of authenticity and fairness, the remark was expressly limited to these deeds, for this document did at that time, and does still, present appearances calculated to bring into doubt and suspicion its truth and fairness. These appearances having been discovered since the argument and hearing of the cause, no opportunity for explanation has been afforded to the parties, which otherwise might have at least been offered, but I am at a loss to conjecture how the contradictions presented by the paper could be reconciled. This petition forms the first act of the first "expediente." An "expediente" under the Spanish law I understand to be a collection of all the original papers of any process, or the original record of any process, if be but a single document. (See Nuñez' Diccionario Español François.) This I think too was admitted in the argument. The expediente in question certainly purports to be such a collection of the original title papers of this process, and the petition of James Innerarity, in Spanish, filed with this record, equally with the other papers, purports to be an original. It is signed in the handwriting of James Inne-

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rarity, with his "paraffe" or flourish, and appears to be entirely written by him, as will be seen by comparing it with his handwriting and signature on other documents. In the margin is the answer of Governor Folch, also written and signed by him. The petition, as before observed, is dated Pensacola, 5th January, 1804, and the answer of Governor Folch bears date the 7th January, 1804. Now, upon examining the water mark on the paper, there will be seen under a Crown and the initials G. R., the year 1804, proving that the paper was made in England in that year. How is this to reconciled with the date of the instruments of writing purporting to be executed at Pensacola, the 5th and 7th of January, 1804? To me the contradiction appears to be irreconcilable. In addition, it may be proper to remark that the paper on which this petition is written corresponds in quality and in marks with that on which part of the certificate of Governor Folch, dated Pensacola, 5th December, 1804, is written, the beginning being on the Indian deed, and a different kind of paper. Of the same quality and marks likewise is the paper used by the public Interpreter, Andrez Fernandez, in his translation of the Indian deeds and of the accounts of losses, &c. filed, which translations are certified to be made on the 20th November, 1806. It also corresponds with the paper on which the map is inscribed, and with that on which is written the petition of John Forbes at the end of the record, dated Mobile, 28th November, 1806, to which we have adverted above. These coincidences would seem to bring down the date of the execution of this petition of James Innerarity, and the order of Governor Folch thereon, to the year 1806. That the paper contains the veritable signatures of Santiago or James Innerarity, and of Governor Folch, I cannot doubt; but I must believe that the paper was antedated at the time of its execution, for the special purpose of giv-

ing a different color to this transaction, of imparting "ex post facto," to the negotiations of this house with the Indians, the sanction of the Government.

This supposition is greatly strengthened by the fact, that in none of the deeds or certificates of 1804, nor in that of August, 1806, is there the least reference to this order or consent of Governor Folch on the petition, as is customary in Spanish proceedings. All the deeds and other documents refer to the antecedent papers and acts, and recite the previous stages of the process with the exception of this, the most important of all, for the purpose it was designed. That the prior deeds were witnessed by Governor Folch, is always recited in the subsequent ones; but that the Indian treaties at which these deeds were negotiated were held under his sanction, is no where recited or mentioned. Besides this, we have the testimony of Calderon and Morejon in their reports from Havana, (exhibit 13 N,) filed by petitioners, that Governor Folch signed these deeds in the character of a notary; and, finally, we have the admission of Governor Folch himself to that effect in his report from Cuba, (Exhibit 14 O,) wherein he says, "myself attesting the act as principal chief for want of a public notary." The evidence has now been adduced by which the fairness of this original order of Governor Folch has been impeached. Whether the suspicion be well or ill founded, would not materially affect the main question of the validity of the claim, in the view I take of it; but as the case will no doubt pass before a higher tribunal, it is suggested for what it is worth. If the facts stated be susceptible of explanation, and the Supreme Court should deem the question important enough to require it, the opportunity will there be afforded for making it.

Waiving then all antecedent objections, and admitting the subsequent deeds of confirmation to be what they profess to be,

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they are in fact confirmations of Indian sales and cessions of land founded on considerations paid to, or acknowledged by, the Indians, and not original grants made by the Spanish King, or by his authorities, and on considerations directly touching him.

By what strange conversion, then, can these official acts, designed to operate as confirmations of Indian titles to Indian lands, thus failing of that effect, be made effectual, and sustained as substantive grants of royal lands? Can the acts of a Spanish officer, designed to impart a mere formal consent to the alienation of lands then supposed to belong to the Indians, and on considerations only directly touching the Indians, in the event of their proving Crown lands, be allowed by indirection to operate as a substantive grant of those Crown lands? For let it be borne in mind, that, in all the official acts of Governor Folch, from the decree or order of January 7th, 1804, (if, indeed, that were his first act in this affair,) down to his unofficial report from the island of Cuba, on the 22d September, 1827, he never attempted to do, nor did he profess to have done, any thing more than to ratify and confirm a sale and cession of Indian land. He never in one instance urged as the motive and consideration of these grants aught but the debts due and robberies committed by the Indians. In not one of the petitions presented on behalf of these houses to Governor Folch, in relation to the purchases from the year 1804 to the end of the year 1811, is there the least assertion of a claim on the Spanish King for indemnity or compensation. In no one of his official acts during the same period is there an acknowledgment by Governor Folch of any such liability of His Catholic Majesty to their houses. In the deed of confirmation of 3d December, 1806, executed at Mobile, for the first time Governor Folch states, as one of the in-

ducements to that deed, that "it is likewise one of the terms and conditions of the establishment of the house that the Government should facilitate to it as much as lay in its power the recovery of the debts due by the Indians." This certainly may have been a valid inducement to the confirmation of any legal and proper step on the part of the Indians to pay their debts out of their own means. The facilitating the payment of debts to their citizens or subjects by Indians, is a duty frequently undertaken by Governments, without subjecting them to any liability to guaranty their collection. With no obligation to urge to this act, it appears by exhibits in the cause that the Government of the United States attempted to facilitate to this very house the recovery of debts due to it by Indians within the United States, and in the case of one nation, (the Chickasaws,) it is believed, with success. To facilitate the recovery of the debts due by the Indians to this house was the extent of the obligation which Governor Folch admitted on the part of the Government in December, 1806. In September, 1827, when called upon to explain his agency in the transaction, he advances a step further, but still short of the exigency of the case, and states "that the importance of their commerce, the loss with which it was carried on, the injuries and robberies committed on their stores, all these, together with the useful services rendered to the State, made them deserving of a recompense or compensation, as indeed they claimed from the Government an indemnity." Even at this time, and with every disposition to place the claims upon the strongest foundation, and with the precedent established of the grant made to this same house by the authorities of Cuba, in 1818, of land west of the Appalachiola, on the express ground of the liability of Spain to indemnify their losses, even then Governor Folch does not acknowledge the fact

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of the liability of Spain, but merely that they were deserving of a recompense, and claimed an indemnity." Nor with such views of the services and claims of this house, and of the rights of the Indians and of his own powers, (supposing such to have been his views in 1806,) Governor Folch may very naturally and properly have confirmed the sales thus made by the Indians of what he then supposed to be their own property, and in thus securing the payment of these Indian debts the recovery of which the "Government was bound to facilitate," and at the same time satisfying importunate claims upon the justice or gratitude of his royal master, in effecting all these objects out of Indian property, Governor Folch may have considered that he was performing an act of refined policy, which even in 1827 he could not contemplate without great self complacency. But does it thence follow that if he had known the lands not to belong to the Indians, but to be Crown lands, that he would still have undertaken to convey them to this house on the consideration stated in the deeds? Can it be affirmed from any thing he has said or done, that he either recognised the right of the house to claim an indemnity from his Catholic Majesty on account of these debts or losses, or that he would have assumed the power of satisfying the claim out of royal lands, supposing it to be well founded? There is nothing in the case to justify either supposition, and the neccssary result must be, that in as much as these deeds were ineffectual to secure the object for which they were designed, they became altogether inoperative and void. That whatever may have been the power of Gov. Folch over the lands, the subject matter of these deeds while viewed and acted on in their true charater of Crown lands, he cannot be permitted to deal with them in a false character, and to alienate them on groundless or mistaken considerations.

The same arguments and objections apply, with equal cogency, to the implied confirmation or sanction given to the deeds by the authorities of Cuba, by the license granted in 1817 to John Forbes, to alienate them to the present petitioners. The authorities could only have acted upon the truth of the facts as presented by the deeds, and their acts cannot enure to effectuate objects not designed by those deeds. That the houses of Panton, Leslie, & Co., and of John Forbes & Co., had just claims for indemnity on his Catholic Majesty, and that it was competent for Governor Folch, with or without the aid of the authorities of Cuba, to audit and liquidate, and finally to satisfy them by a grant of Crown lands, all of which is asserted by petitioners, would not, in the view above presented, be sufficient to establish the present title, if it be proved to have been made on no such considerations, and with no such object. The truth of both the above assertions are, however, denied by the respondents, who contend that, in point of fact, there existed on behalf of this house no such claim to indemnity from his Catholic Majesty as it was competent for Governor Folch to recognise or satisfy; that if there existed any claim to indemnity it was of such a nature as could only be recognised and confirmed by the King himself or his royal council; and finally, that it was not competent and lawful for Governor Folch, on any considerations whatever, to make such a grant of Crown lands as the present. They further contend, that, occupying the former relation of the King of Spain to these claims, in virtue of the 8th article of the treaty of 1819, it is competent for the United States to call upon these petitioners to exhibit and prove, as well the fairness and legality of the considerations upon which their pretended grants were founded, as the authority of the officers to make the grant. The 8th article of the treaty provides, that "all

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grants of land made before the 24th January, 1818, by his Catholic Majesty, or by his lawful authorities, shall be ratified and confirmed to the persons in possession, &c., to the same extent that the same grants would have been valid if the territories had remained under the dominion of his Catholic Majesty." The above construction of this article it seems difficult to resist; and, accordingly, the petitioners, sensible of the obligation it imposes upon them, assert in the petition, and attempt to sustain by proofs, both these facts. As both parties concur in considering these questions as of the last importance, and have discussed them with a corresponding zeal, I shall proceed to investigate them, more from a respect to their opinions and arguments, than from my own sense of their importance at present. The debts due by Indian traders and by Indians, the losses arising from the vicissitudes of trade and from Indian robberies, constituted the foundation of these claims to indemnity. It is not pretended, and it cannot be shown, that against losses arising from any of these contingencies there was any original express guaranty from his Catholic Majesty. In the history of the establishment and operations of this house in Florida, the proofs in the cause carry it back to the year 1783, while this province belonged to Great Britain, and a license or charter from the British Captain General Governor and Commander in Chief of East Florida, (Tonga,) to William Panton & Co. is exhibited, authorizing their establishment as an Indian trading house on the Appalachicola. It was under this charter that the house was found established in Florida, at the epoch of the cession of the Floridas to Spain by Great Britain. On the 31st July, 1784, as appears by an exhibit in the cause, Panton & Co. presented a petition to Governor Zespedes of East Florida, soliciting his Catholic Majesty's permission "for continuing

their traffic and intercourse upon the same footing as heretofore they had maintained it, under the English Government, with the Indians." These are the terms of the license requested, accompanied with the request for certain privileges of exportation and importation, deemed essential to the advantageous prosecution of the trade. By a royal order, dated Aranjuez, 31st August, 1786, "the house is permitted for the present to continue with the conditions, as regards the importation of British goods, which are proposed in their memorial." No other conditions are specified, except so far as the royal order accords with the recommendation of the Governor, "that the house should remain on the terms they solicit." These terms, we have seen, were "to be continued on the same footing as heretofore under the British Government." Neither in the English license, nor in any of the various Spanish orders regulating the trade, is there any promise or guaranty, express or implied, to remunerate or indemnify the house in case of losses. Certainly, at the period of granting this license, and for several years after, it was considered as the extension of a most valuable privilege and monopoly, which nothing but the exigency of the occasion would have induced his Catholic Majesty to confer on a foreign house. It may be true that political changes in the course of years wrought a corresponding change in the reciprocal advantages of this franchise or trading license, and rendered the colonial officers of Spain more interested in the continuance of the trade than was the house of Panton, Leslie, & Co. This fact seems to be evinced in the letters or report of the Marquis of Casa Calvo, Governor of Louisiana, of the 5th March and 8th October, 1800; and it must have been from the facts disclosed in these letters, and not from any original liability of the Spanish Crown, that the claim of this house for indemnity

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or remuneration arose, whatever may have been the nature and merits of that claim. The concerns of this house (to use the language of Governor Casa Calvo) became so interwoven with the political operations of the Government, that for the security of the provinces it became indispensably necessary that the house should continue its trade with the Indians. The same political events, which, in the opinion of this officer, rendered the continuance of the trade essential to the conservation of the provinces, by the influence which it secured over the minds of the Indians, also operated to render its prosecution injurious if not ruinous to the interests of the house. Such, at least, were its representations, and they were considered by those officers as well founded. In this state of things, the members of the house appear to have been urged and prevailed upon by the colonial Governors to continue their operations, on assurances that the justice or liberality of the Supreme Government would remunerate their losses, actual or prospective.

Under these circumstances, the most earnest and reiterated appeals appear to have been made to the court of Spain, both by the members of the firm, and the Governors of Louisiana and Florida, to induce a continuance of the trade by rewards or bounties to the house as the only means of preserving that interesting portion of his Majesty's territories. But such was the insensibility of the court of Spain, or so much more important and absorbing were the interests which at that eventful crisis engrossed all its cares, that scarcely a single response is made to these lively and urgent representations from Florida. The only evidence before the court of any notice being taken by the Crown of Spain of this claim to indemnity, is contained in the letter of the Marquis of Casa Calvo of the 8th October, 1800, to Don Mariano de Urguiso, in answer to a

letter from that minister, communicating a royal order of the 26th February, 1800. Of this royal order we have no other knowledge than as it is recited in the above letter of Governor Casa Calvo. By that we learn "that the house of Panton, Leslie, & Co. had frequently solicited from his Majesty an indemnification, which, at the same time that it would compensate for the many losses it had suffered in this trade, would serve as an encouragement in a business in which the security of the provinces is interested." Governor Casa Calvo adds, "Your Excellency communicates what Panton exposes in the last petition he made to his Majesty; who, informed by it, (quien enterado da ella,) has taken into consideration the importance of which this trade established with these nations may be made. Your Excellency requires that I should circumstantially report, with all possible brevity, on the points contained in the said royal order, taking into consideration the services of the house, its losses, and finally the difficulty that there seems to be for another Spanish house to undertake, with equal good success, an enterprise," &c. This exposition Governor Casa Calvo does make, and, amongst other things, recommends, in decided terms, an indemnity to the house. No answer appears to have been made to his representation, nor is there any evidence that his recommendations met the concurrence of his Majesty. There are some facts in evidence, however, which throw considerable doubt over the truth of the alleged losses, or at least prove that they were of not very long continuance. By a royal order, dated Madrid, 2d August, 1807, it appears that by a previous royal order of 17th December, 1806, permission was granted to the said house of Panton, Leslie, & Co. for the continuance of their trade in the city of St. Augustine. If permission was granted, it is to be presumed it was solicited.

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But there is another fact established by the royal order of August, 1807, of a less equivocal character; it is, that on the representation and request of this house, made through the Prince of Peace, "to be continued freely in their trade," his Majesty was pleased to resolve that the same permission be extended to Pensacola and St. Mark's de Appalachie. This desire, evinced by the house, not only for the continuance, but for the extension of their trade, so late as the years 1806–7, seems rather inconsistent with the notion of its being a ruinous or losing concern. One fact at all events seems certain, that the indemnification sought was one which could only flow from the royal justice or benevolence of the monarch. None of these high officers undertake, on their own authority, either to confirm the claim, to ascertain its amount, or to designate the mode of its satisfaction and discharge. It came not within their official competency. The refined policy of making the Indians discharge this debt of justice and gratitude of his Catholic Majesty, while they were at the same time paying for their own debts and robberies, which plan was afterwards adopted by the subordinate, never occurred to these high officers. On the contrary, the predecessor of the Marquis of Casa Calvo, Don Manuel Gayoso de Lemos, in the letter of 21st February, 1799, to which we have already adverted, and which is filed in the first "expediente," while he testifies to the services and honorable character of the house, and admits their claims to the further indulgencies from his Majesty, which (he adds) will probably take place when the pressing national concerns cease from absorbing all the attention of the ministers, "refuses to sanction any grant of land except within the limits of the United States."

It must be evident, then, that if the Governors General of Louisiana, of which province West Florida was a dependency,

virtually disclaimed the exercise of this power by referring it to the King, it could not be within the competency of their subordinate, the "Civil and Military Commandant of Pensacola," for this is the only title conferred on Governor Folch by his commission, which is filed in evidence, (Exhibit 16, Q.) It must also be inferred, from the absence of all evidence in the cause, of any answers being returned by the court of Spain to these frequent claims for indemnification, either that none were made, or that, if made, they were adverse to its allowance. Thus, then, is exposed the entire failure of this pretended consideration, even if it had been the motive of this confirmation, which it was not. It is equally susceptible of proof that Governor Folch, with or without the aid of the authorities of Cuba, was not authorized to make such a grant of land as that claimed by these petitioners. The affirmative, however, of this proposition the petitioners are bound to sustain, and they do assume to do it. It may be laid down as a fundamental maxim of the Spanish law that all the vacant lands of the Indies belonged to the King of Spain. This is asserted by Robertson in his History of America, in the following terms, (lib. viii.) The fundamental maxim of the Spanish jurisprudence with respect to America is to consider what has been acquired there as vested in the Crown rather than the State. By the bull of Alexander VI, on which, as its great charter, Spain founded its right, all the regions that had been, or should be, discovered, were bestowed as a free gift on Ferdinand and Isabella. They and their successors were uniformly held to be the universal proprietors of the vast territories which the arms of their subjects conquered in the new world. From them all grants of land then flowed, and to them they finally returned."

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The historian did not make the statement without authority, and for its truth we can refer to law 14, tit. 12, lib. iv, of the Recopilacion, composed of the orders and decrees of Philip II, in 1578, 1589, and 1591, a translation of which will be found in White's Spanish laws, p. 41. That law begins as follows: "Whereas we have fully inherited the dominion of the Indies, and whereas the waste lands and soil which were not granted by our predecessors, or by ourselves in our name, belong to our patrimony and royal Crown," &c. This was asserting in fact that which under the feudal system, in most countries, was a mere fiction, that all titles to lands emanated originally by grant from the Crown. From the whole scope of the 12th title of the 4th book of the Recopilacion, and of the various royal orders subsequently issued, it abundantly appears to have been the settled policy of the Crown of Spain only authorize its tribunals and officers to distribute lands in limited quantities, on conditions of settlement. When larger grants were made, they were either in favor of the discoverers and conquerors of new countries, or by special grant from the King himself, and in the earlier periods of their colonization. The lands were generally either to be sold, compromised for, or gratuitously distributed on terms of settlement, and in either case all parties were held strictly to the terms prescribed in those regulations. In any case, it was competent for the Crown to call upon holders of land to exhibit their titles; and, if invalid, the land reverted to the Crown.

With these preliminary remarks, I will now inquire into the authority of Governor Folch to make grants of land. The only Spanish law referred to in the petition as conferring the power exercised in the present case, is the royal regulation of 1754, and particularly the 12th provision. A translation of that royal order is found in White's Spanish laws, p. 49, in

Land Laws, p. 978: the original I have not seen. It is worthy of remark that Governor Folch and these petitioners do not accord in opinion as to the sources of his powers, as he has not referred by name to this royal order as the foundation of his authority. In his report on this claim, made in Havana on the 22d September, 1827, he says: "Respecting the powers I had, to approve and confirm the possession in question, they are found, as your Excellency knows, in the laws of the Indies, chapter upon Governors, and the forms of their oaths, as also in various other chapters, of which I only remember law 4, tit. 4, book vii; law 1, tit. 12, book iv, to which the royal orders and provisions which remained in the archives referred." By referring to these several sources of power, taken separately or collectively, it will be seen that they do not sustain the authority exercised by Governor Folch, whether it were by way of grant or confirmation. The chapter on Governors, to which he refers, and which also contains the form of their oath, is the second title of the fifth book of the Recopilacion, containing 52 laws; of this title there are only to be found in White's Spanish laws part of the first law relating to the Governor and Captain General of Florida, and the 47th. I have carefully examined each of these fifty-two laws in the original, and do not find one word which relates to the powers of the Governors to grant and confirm lands. Moreover, the Governors alluded to in this chapter are Governors and Captains General presiding over provinces, and subordinate only to Viceroys and Presidents, as will be seen by reference to the first title same book, to the general provisions of these laws, and particularly to the form of the oath prescribed in the 7th law, and which is expressly "to perform the duties of Governor and Captain General." But Governor Folch, we have seen, from the

terms of his commission filed by petitioners, was only Civil and Military Commandant of Pensacola, "subordinate to the Governors of Louisiana and of Cuba," and only by courtesy entitled to the appellation of Governor. But there is an obvious reason why this chapter on Governors has nothing to do with granting or confirming lands; it was not in their political character as Governors that these officers were empowered to make grants of land, but in their fiscal capacities of subdelegates of the King or of the royal "Hacienda," which last function belonged to them by special subdelegation. And the reason of this distinction is to be found in the nature of the subject matter upon which they were to operate—royal lands—which we have already seen, on the authority of Robertson, and of law 14, tit. 12, book iv, of the Recopilacion, was by a fundamental maxim "vested in the Crown, and not in the State;" it was the "peculium" of the King, one of his "regalia," to be disposed of by his own officers, and at his sovereign pleasure. By referring to the first article or provision of the royal order of 1754, it will be observed that the power to sell and compromise "for lands and uncultivated parts of said dominions," was sometimes vested in special "subdelegate judges," appointed either by the Viceroys and Presidents, or by the Council of the Indies and its ministers, as the varying pleasure of his Catholic Majesty might determine. The next law referred to by Governor Folch is law 4, title 4, book vii. This is so expressed, both in the original report and in the translation, but seems evidently to be a mistake of that officer; for the law thus described has nothing to do with the subject, but provides for the collecting into settlements of Spanish mulattoes and Indian vagrants. The next referred to by him is the 1st law, 12th title, 4th book, a translation of which will be found

in Mr. White's book, page 38, there, by misprint, called title 2d. It will be only necessary to read that law, to see how far the limited powers it confers on Governors of new settlements to make distribution amongst actual settlers, of "pooneas" and "caballerias" of land, meted out by the foot with a stinted parsimony, and regulated with a scrupulous exactness to its capacity to support a definite number of "*sows, cows, mares, ewes, and goats,*" (I quote the very language of the law,) can sustain the prodigal and more than vice-regal munificence of the grant in question, only to be measured by minutes and degrees of the meridian. These are the only laws particularly designated by Governor Folch, and it is scarcely conceivable that he could have read them, so utterly do they fail to sustain the position for which they were cited. I will now refer particularly to the royal order of October 15, 1754, which is relied upon in the petition as the source of the authority exercised by Governor Folch, in making the confirmation in question. To arrive at the object and design of that royal order, it becomes important to notice the language of the introductory clause. It begins thus: "Experience having proved the inconveniencies that arise to my subjects of the kingdom of the Indies, from the decree issued by royal order of the 24th November, 1735, that those who would enter upon the royal possession of these dominions, should necessarily apply to my royal person to obtain their confirmation within the time assigned, under the penalty of losing them in case of failure to do so." It then proceeds to state the inconveniencies and losses which have arisen from this requisition, both to individuals and to the royal treasury, and the "consequent neglect of agriculture," and resolves for the future, "that in the grants, sales, and compromises of royal cultivated and uncultivated lands, now made, or which

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shall hereafter be made, the provisions of that regulation shall be faithfully made and executed." With respect to the provisions of this royal order, and of the laws of the Recopilacion, to which it refers, I had prepared an analysis or abstract of them; but not wishing to add to this opinion (already much too long) what might be considered as redundant matter, I decided to omit it. After a careful examination of all these provisions, it will be seen that the leading object in view was to dispense with the confirmation of grants, previously required to be made by the King in person, and to transfer that power, under the most guarded provisions, to certain high officers and tribunals, without relaxing the terms and conditions upon which concessions and grants were to be made. The sole object of the 12th article or provision was to substitute the Governors of certain distant provinces, when the law intervened," (and acting with the advice of the "oficiales reales," of "an Auditor or Lieutenant Governor, or, in his absence, of some lawyer,") in the place of the Viceroys and Audiencias. By this royal order no new power was imparted to any of these officers, in relation to the terms and conditions of sales, and compositions of royal lands. These were still to be made by the Subdelegates of the King, and these grants could not enure to convey a complete title, until confirmed, with all due formalities, by the Viceroys and Audiencias, or by the Governors of these "distant provinces." Let the acts of Governor Folch be now compared with the provisions of this royal order, and with the laws it refers to, and they will be found to want conformity in every essential as well as in every formal particular. Viewed as a grant or confirmation of Crown land, there was no previous survey by an officer of the Government, to ascertain the quantity, or to mark its limits, nor any registration in the office of the Surveyor

General, before the year 1811. At this time the petitioners appear to have become sensible of the omission, and desirous of remedying it. This will be seen by the petition of John Innerarity, of 7th June, 1811. In the deed of confirmation which follows, Governor Folch makes this statement: "By virtue of which the said John Innerarity, as agent of the house of Forbes & Co., concludes by praying me in his petition aforesaid, to interpose my authority in due form, to ratify the cession of the two tracts of land referred to, and which have been designed by the Surveyor General of this province, Don Vincente Sebastian Pintado, in the figurative plan which he has made, and which accompanies the original record;" and in the sequel he orders the Surveyor General to register, not only this title, "but likewise that issued in 1806, for similar purposes, and that of the island ceded to John Forbes in particular." In the report of Pintado, on Florida grants, in the part relating to the cession of 1811, are found the following remarks of that officer, in relation to this subject: "They (the grantees) conclude by asking that the original record should remain in the Secretary of that Government, after having registered (as he says) the two titles in the office of the Surveyor General, who [speaking here in his own name, as the officer alluded to] *did not take part* [no intervino] *as such in the affair; nor are there to be found in the "expedientes" or titles any note or signature of his.*" Thus, then, the Surveyor General denies the agency attributed to him, and his denial is sustained by the "expedientes," which show that, except as acting interpreter or translator, he had nothing to do in the affair.

It was deemed important, however, in 1811, to connect him with the transaction; and, as appears by his certificate annexed thereto, a copy of the whole title (the same now

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filed by petitioners as Legajo K, (bundle K) was put into his office. This could not have been before December, 1811, as the bundle which is copied by Pablo de Larin bears his certificate, dated 20th December, 1811. It will be seen by reference to the 6th provision of the abovementioned order of 1754, that when royal lands shall not have been previously surveyed or valued, confirmations were to be withheld. So also it appears that the injunction of the 12th provision, the one specially designated as the one from which he derived his power, was utterly disregarded. This confirmation was made without the advice of the "oficiales reales," without the aid of an Auditor, Lieutenant Governor, or any counsel or lawyer, in the absence of the last, as that provision directs. If it be answered to this last objection, that there were no such officers belonging to the department or command of "the civil and military Commandant of Pensacola," the fact will be readily admitted; but the inevitable consequence of the admission will be to establish the incompetency of Governor Folch to effectuate the object he undertook. In the absence of all legal advisers, he should have imitated the commendable prudence of Intendant Morales, who, by an edict, dated New Orleans, 1st December, 1802, "on account of the death of the Assessor, and there not being in the province a learned man to supply his place," suspended the proceedings in the Land Office. (See Land Laws, 989.) But there is another circumstance to be considered, which, of itself, conclusively disproves the asserted power to belong to Governor Folch, and that is, that during the incidents of this sale and confirmation, the whole power of granting and conceding lands belonged to another officer of Spain, then in the performance of the functions of his office. It is proper here to state, that, by a royal order of 24th August, 1774, the power of granting

and distributing the King's lands within the province of Louisiana, and its dependency, West Florida, was vested in the political and military Governor, and so remained until by another royal order, of October 22, 1798, the King was pleased to resolve as follows, "that, with a view to the good of the service, and for the better fulfilment of what is contained in the 81st article of the royal ordinance respecting the Intendants, the power of granting and distributing all kinds of lands be restored to, and made the particular duty of, the Intendancy of this province, with inhibition to other authorities, in conformity to the provisions of the laws; consequently, the power of making such grants, heretofore vested in the Government, is repealed and abolished, and shall henceforth reside in the Intendancy." These are the very terms of the royal order, and nothing can be more definite and express. It restored to the Intendancy the power of "*granting and distributing all kinds of lands,*" with inhibition to all other authorities. These terms, "all kinds of lands," would, of themselves, in the absence of any other evidence, negative the distinction asserted by petitioners between "Crown lands" and "unextinguished Indian lands." But we have seen, by the opinion of the Supreme Court of the United States, by the authority of Robertson, and by quotations from the laws of Spain, that this distinction was unknown to the Spanish laws. Under the power thus conferred, Morales had exercised these attributes, both in Louisiana and West Florida, from the receipt of the royal order of 1798 down to the 9th September, 1812, either at New Orleans or Pensacola, with the exception of the interval between June, 1804, and August, 1805, when he was forcibly interrupted by Governor Folch, in the exercise of his functions. In the interval, Governor Folch made, or attempted to make, some concessions. These facts are disclosed in

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Pintado's report, p. 5 of the original document of Florida grants. As the history of this short interval is important to explain the conduct of Governor Folch, I will briefly advert to it.

After the surrender of Louisiana to the French, in the year 1803, Governor Folch, who, in his fiscal character of subdelegate, had been subordinate to Morales, the Intendant General, immediately conceived that, by that event, the bond of subordination had been severed and destroyed, and that he had become "ipso facto" invested with the independent powers of Intendant. This is proved by a copy of his letter (filed in evidence by petitioners) to the Superior Contadors and royal tribunal of accounts, at Havana, dated 14th May, 1804, in which, after stating that all West Florida, as to Intendancy matters, had, by order of the Count de Galvez, been made to depend upon the Intendant of Louisiana, and that it so continued until the 30th November, 1803, when the province of Louisiana was ceded to France, he adds, "on this account the Intendancy then ceased, and, consequently, my dependence upon it; and now the branch of the royal exchequer (real hacienda) is at my charge, until his Majesty is pleased to name the Intendancy upon which it is made to depend in future, or otherwise determine what may be his sovereign will." And he concludes by asking "to be favored with their counsel in the discharge of this important branch," &c.

Acting under this belief, we learn, by a royal order filed in the cause, that he refused to permit the Intendant Morales to disembark his papers at Pensacola, and ordered them to be deposited in Mobile; whither, also, he directed Morales and his officers to proceed. Upon a representation of these facts to the king, by Morales, and by the Treasurer, and that Governor Folch was proceeding to act "with little economy to

the royal interests," that "he had made innovations in the branches of the royal finance," and "was proceeding arbitrarily, and without subjecting himself to laws or regulations," (these are the terms quoted in the royal order,) the King resolves to institute an inquiry; and "that, for the present" Morales should transport himself to Pensacola, and there exercise the authorities and faculties of Intendant, in the district of that province. This royal order is dated 31st of March, 1806; and it is worthy of remark, that Folch is here styled "Commandant of Pensacola," and his command a district of that province; although he had before that, as appears from the papers in the "expediente" of 1806, permitted himself to be addressed as "Governor General"—an accession of political power and dignity as unfounded as was that assumed in relation to the fiscal office of Intendant. It further appears, by a royal order of 20th of February, 1805, (White's Spanish Laws, p. 219,) that the Commandant of Pensacola, Don Vincente Folch, had opposed himself to the grants of land in the district of Baton Rouge, without his (Folch's) order, and to granting possession of those sold by the Intendancy since the 18th of May, 1803. In consequence, Morales is informed, "that, by order of his Majesty, the provisions of the royal orders of 22d of October, 1798, 14th November, 1799, and 29th May, 1804, are communicated to said Commandant; and Morales is ordered to bring to their conclusion such cases as are depending respecting grants of land, and such others as may arise." The order concludes "with expressing his Majesty's hopes that Morales would employ his well known zeal in drawing from that branch all possible advantages to the royal treasury."

From Pintado's report, p. 13, of the original, we learn that Morales actually established himself at Pensacola, in the be-

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ginning of the year 1806; and, of course, before any act of confirmation was executed by Governor Folch, in relation to this sale by the Indians. This was "a case then depending," in the language of the royal order just quoted, and which Morales is ordered to bring to a conclusion. It is also stated by Pintado, from an actual examination of the records, that Morales was in performance of his functions as Intendant, at New Orleans and Pensacola, from a period antecedent to the Indian sale, and (with the exception of the short interval of forcible and illegal intrusion into his office, by Governor Folch) continued them, down to the year 1812. We have seen that to him belonged "the granting and distributing all kinds of lands," with an inhibition to all other authorities; and, consequently, there was not a single period during the pendency of this proceeding, in which either Governor Folch or the authorities of Cuba could legally interfere with the subject. It is scarcely necessary to notice the parol testimony of officers at Havana, that Morales, though present, and, of course, conversant with matters of such general notoriety as these Indian sales, did not oppose himself to their execution; and that the Captain General of Cuba was apprised of and approved the purchase by these houses. I do not deem the facts material. The first is entirely unimportant; and the last, if material, is to be established by a different kind of evidence. So far, then, from the petitioners' having succeeded in establishing the authority of Governor Folch to make this grant, or to confirm it, the most conclusive evidence, to my mind, has been produced, of his utter incompetency to effect a conveyance in any possible mode.

I will add a few remarks upon the cases of Indian sales of land in Louisiana, which have been strongly urged before the court as recognitions by the tribunals, and by the Congress of

the United States, of the Indian rights to sell and convey their lands. The decisions of the land commissioners on Opelousas claims (a report of which is filed in the cause by petitioners, and a copy may be also seen in White's Spanish Laws, p 220) only establish the right of the Indians to sell and convey, by permission of the authorities, "their actual settlements," and to a limited extent. The only question or doubt in all those cases was, whether one or two leagues square, or two square leagues, was the extent of their limits of settlement. Cases of a similar character are reported in Martin's Louisiana Reports, 5 vol., p. 490, and 660, 314, wherein the same principles are established. These authorities establish the powers of Commandants of posts, and Governors, to confirm certain sales of land by Indians, and prove that such sales were common, at least in Louisiana. It is, therefore, very reasonable to conclude, that it may have been in reference to this power, or under color of it, that Governor Folch sought to cover and justify his confirmation of the sales in question. This supposition may serve to relieve his conduct from the appearance of direct and pertinacious opposition to the laws of his country, and the commands of his sovereign, by giving a feint color of justification to it. If it were important, it would be equally susceptible of proof, that there existed no power or authority subordinate to the king himself competent to have made such a grant as the present, on the considerations set out in the title papers, or now assumed as the reason or motive for making it. But, as enough has been established to justify the decree, I shall content myself, in support of this last assertion, by referring to the report of the land commissioners of West Florida on "large grants and gratuitous concessions;" wherein the same position is advanced and sustained by very satisfactory arguments. This report has been referred to, and

relied upon, as authority by both parties, and will be found in Land Laws, pp. 1065, '6, and '7. Their report at large will be found in Executive documents No. 111, session 1824 and 1825, part 2, vol. 7.

In the views thus presented of this novel and interesting cause, many arguments and considerations of a more special and technical character, urged by respondent's counsel against the claim, have not been noticed further than by giving a brief abstract of them from the answer. In omitting any further notice of them, it should be considered, not that I deem them without weight and importance, but that the more general principles upon which I have decided this cause rendered their consideration unnecessary. If I have underrated their relative importance, or placed my decision upon weak or untenable grounds, it is a gratification to know, that as my decree will not be allowed to be final, the whole subject will pass under the review of a tribunal, from which every fact and argument will receive its due and exact value. I am not aware that I have failed to consider any matter or principle contained in the petition, or advanced in argument on behalf of petitioners, which has been directly urged upon the attention of the court. It may be expected, however, that I should give my opinion upon one proposition which has been rather distantly suggested than boldly advanced as a ground of confirmation of this title in this court. That proposition is, that although the petitioners may fail to establish a regular and valid grant or concession of land from "H. C. Majesty or his lawful authorities," within the proper terms of the treaty, yet, if upon the whole case, there be presented such an equitable and meritorious claim on behalf of these grantees as entitled them to the favorable consideration of his Catholic Majesty, and might or would eventually have led to the royal

confirmation of this grant, that the claim is equally meritorious and equitable against the Government of the United States, which, by the terms of this treaty, is bound to fulfil all the engagements of his Catholic Majesty. The argument proceeds upon the presumption, that the claims of this house on his Catholic Majesty, arising from the valuable services rendered, and their just right to indemnity from their mode of acquiring, and the long period in which they have held this land, however irregular the title, that all these circumstances combined were such as must, in all moral probability, have led to the recogniton of their claim by the Crown, as a matter of favor, if not of justice. I state the proposition substantially, if not in terms, and if it can be stated more strongly in favor of petitioners, (without the further admission that the claim to confirmation from the King is "ex debito justitia," which would altogether vary the proposition,) I am willing it should be so understood and stated. Now, admitting the truth of the above assumptions that the claim was equitable and meritorious, and admitting further, that such a claim could, from its nature, survive the the destruction of the Spanish dominion in Florida, and still subsist against the United States, they can survive with no more force and efficacy against the United States than they had against the Government of Spain. The claim against his Catholic Majesty was not a legal claim to land, but a pecuniary claim; there is nothing commensurable between an unliquidated pecuniary claim for remuneration for services, or indemnity for losses, or both combined, and a claim to a grant of lands. If, therefore, his Catholic Majesty might have confirmed the claim, it is possible, at least, that he might have refused to confirm it; and, in the absence of a legal claim on his justice, it is now impossible to determine what would

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have been his decision. If he might refuse, so may the United States. But it is to be further observed, that because certain duties and obligations of the ——— Spain may, by virtue of this treaty, have supervened upon the Government of the United States, it does not therefore follow, that this court is competent to their recognition and fulfilment. Claims of that nature address themselves to the legislative, and not to the judicial department of the Government. It may be doubted if the power of considering and deciding such claims could be properly imparted to a court, (even to a territorial court, the creature of legislative enactment,) the matters submitted in such cases not being fit subjects for judicial investigation. But, at all events, it must be certain that the cognizance of such claims was designed to be imparted before a court would undertake to adjudicate them. This court, under the act of the 23d May, 1828, has only the right "to receive and adjudicate claims embraced by the treaty;" the clause of the treaty only applies to "valid grants," perfect or imperfect, and the test of their validity must be sought for in the laws and ordinances of Spain, and not by vain surmises as to what a Spanish King might, in his judgment or caprice, in his sense of justice or liberality, determine, in such a case. We may find a practical illustration of the fallacy of this last criterion of title, in the facility with which the services of the Duke of Alagon, of Count Punon Rostro, and a Mr. De Vargas, were compensated in grants of lands, and the equal facility with which these grants were revoked. I will only add, that in the case of Soulard and others against the United States, 4 Peters, 512, the distinction between "claims founded on legitimate contracts with those authorized to make them on the part of the Crown, or its immediate agents, and such as were entirely dependent on the mere pleasure of those that

might be in power, such as might be rejected without giving just cause of imputation against the faith of those in office," has been stated and deemed material by the Supreme Court.

The decree must go against the petitioners.

TALLAHASSEE, *2d November*, 1830.

APPEAL.

From the decree pronounced herein, on the day last above-mentioned, the petitioners prayed an appeal to the Supreme Court of the United States, which is granted them, on any one of the said petitioners entering into bond, with Ben. Chaires as security, (or such other person as shall be approved by the clerk,) within thirty days, in the penalty of five hundred dollars, conditioned as the law directs.

And at another day, to wit, on the 24th day of November, in the year 1830, the following appeal bond was entered into, and filed in the clerk's office of said court, viz:

Know all men by these presents, that we, John Carnochan and Ben. Chaires, are held and firmly bound unto the United States in the just and full sum of five hundred dollars, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-fourth day of November, in the year one thousand eight hundred and thirty.

The condition of the above obligation is such, that whereas, at a Superior Court held for the Middle District of Florida, at the city of Tallahassee, on Tuesday, the second day of November, in the year 1830, in a certain suit in chancery, depending in said court, between Colin Mitchel, Robert Mitchel, in his own right, and as assignee of the estate and effects of the mercantile house herefore trading under the firm of Car-

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nochan & Mitchel, and as trustee for the creditors of the said firm, and also of Richard Carnochan, William Calder, Benjamin Marshal, Benjamin W. Rogers, John P. Williamson, the heirs and legal representatives of John McNish, deceased, and James Innerarity, petitioners, and the United States defendants, it was ordered, adjudged, and decreed, by the said court, that the said petition of the said petitioners be dismissed, and that the parties respectively pay their own costs and charges. From which decree the said petitioners have appealed to the Supreme Court of the United States. If, therefore, the said petitioners shall prosecute the said appeal with effect, or pay and satisfy all such costs as shall be awarded against them in case the said decree should be affirmed, then this obligation to be void, else to remain in full force and virtue.

JNO. CARNOCHAN, [L. S.]
BEN. CHAIRES, [L. S.]

Signed, sealed, and acknowledged, in the presence of
JAS. S. LINN, *Clerk.*

And at another day, to wit, on Tuesday, the 11th day of January, in the year 1831, the following order was made in this cause, viz:

An appeal to the Supreme Court of the United States having been moved for and granted in the above cause, and it appearing necessary and proper, in the opinion of the Judge of this Court, that certain original Spanish papers and documents, filed as evidence in said cause, should be sent up with the record of the proceedings to be inspected by the Supreme Court, and the respective parties by their solicitors having further moved the court that all the original Spanish documents and papers (except the mesne conveyances) should be included